

OFFICIAL REDEVELOPMENT PLAN

FOR

WEST END URBAN RENEWAL PROJECT NO. 1

ADOPTED BY THE CITY OF STOCKTON
ORDINANCE NO. 686 C.S.
DATED OCTOBER 9, 1961

AS AMENDED BY:

CITY OF STOCKTON ORDINANCE NO. 1078 C.S.,
ADOPTED APRIL 6, 1964

CITY OF STOCKTON ORDINANCE NO. 1685 C.S.,
ADOPTED MAY 27, 1968

CITY OF STOCKTON ORDINANCE NO. 2567 C.S.,
ADOPTED SEPTEMBER 3, 1974

CITY OF STOCKTON, ORDINANCE NO. 3308 C.S.,
ADOPTED MARCH 31, 1980

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SECTION I. INTRODUCTION

The West End Urban Renewal Project No. 1 Redevelopment Plan consists of text and 4 exhibits.

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

SECTION II. DEFINITIONS

As used herein and throughout this Official Redevelopment Plan, the following words shall have the following meanings:

A. "Agency" shall mean the Redevelopment Agency of the City of Stockton, a public body, corporate and politic.

B. "City" shall mean the City of Stockton, a municipal corporation, located in the County of San Joaquin, State of California.

C. "City Council" shall mean the Council of the City of Stockton.

D. "County" shall mean the County of San Joaquin, California.

E. "Developer" shall mean any person or persons or other legal entities and their successors in interest who purchase, lease, or otherwise acquire land in the Project Area.

F. "Disposition and Development Agreement" shall mean any agreement entered into between Agency and Developer for the acquisition and redevelopment of any parcel or parcels.

G. "Federal Government" shall mean the United States of America or any department or agency thereof.

H. "General Plan" shall mean the Stockton General Plan.

I. "Owner" shall mean any individual or entity owning "real property" as defined herein.

J. "Parcel" shall mean any singly-described area, wholly or partly within the Project Area designated by the Agency as such.

K. "Person" shall mean any individual, partnership, corporation, trust, or association.

L. "Personal Property" shall mean movable property, chattels, property not part of real property defined below.

M. "Plan" shall mean the Official Redevelopment Plan for West End Urban Renewal Project No. 1, adopted by Ordinance 686, dated October 9, 1961, as amended on April 6, 1964 by Ordinance No. 1078, as amended on May 27, 1968 by Ordinance No. 1685, as amended on September 3, 1974 by Ordinance No. 2567 and as amended on March 31, 1980 by Ordinance No. 3308.

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N. "Planning Commission" shall mean the Planning Commission of the City of Stockton.

O. "Project" shall mean the West End Urban Renewal Project No. 1.

P. "Project Area" shall mean the land within the West End Urban Renewal Project No. 1, described as Parcels A, B, C, and D herein in Subdivisions A, B, C, and D of Section III hereof, and as shown on the map attached hereto as Exhibit B.

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

R. "Redevelopment Law" shall mean the Community Redevelopment Law of the State of California (California Health & Safety Code, Section 33000 et seq.)

S. "State" shall mean the State of California.

T. "Zoning Ordinances" shall mean the Zoning Ordinances of the City of Stockton, California.

SECTION III. DESCRIPTION OF PROJECT

A. BOUNDARIES AND LOCATION OF URBAN RENEWAL AREA

The Project Area consists of four parcels of land located in the 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.

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.

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 ft. (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 $01^{\circ} 35' 01''$ West 44.88 feet to a point on said North Harbor Line, (26) North $78^{\circ} 24' 59''$ East 1255.69 feet along said north line to Harbor Line Point No. 56, (27) North $78^{\circ} 24' 59''$ East 305.00 feet along said north line to Harbor Line Point No. 54, (28) North $23^{\circ} 19' 53''$ 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 $11^{\circ} 39' 58''$ East 276.14 feet along said westerly boundary, (30) South $22^{\circ} 26' 14''$ West 392.35 feet along said westerly boundary to a point on the boundary of Urban Renewal Area Parcel "C", (31) South $82^{\circ} 44' 18''$ West 1197.74 feet along said boundary, (32) South $78^{\circ} 24' 59''$ 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 $11^{\circ} 40'$ East 556.00 feet along said line produced northerly to the point of beginning, containing 87.884 acres, more or less.

B. PROPOSED RENEWAL ACTIONS IN PARCEL A

1. Present Conditions. Parcel A of the Project Area includes most, if not all, of that portion of the City which in the early years of Stockton and as late as the early 1900's was the center of commercial activity. The peninsula of land generally known as Weber Point and surrounded on three sides by the shallow draft waterways was until 1890, the site of the residence of Captain Charles M. Weber, founder of Stockton. Most of the buildings in the nine block area bounded generally by Weber Avenue, Hunter, Washington and Commerce Streets were constructed of red clay brick grouted with limestone mortar.

Structure surveys conducted on behalf of the Agency indicate that over half of the foundations are of the same type of construction. With little new construction or extensive maintenance occurring in this area in recent years, a dangerous deterioration of the original limestone mortar in the majority of the buildings was revealed by the survey. As a result, most of the structures are unsound because of supporting wall defects. Since Stockton lies in Zone 2 earthquake area the potential hazard is multiplied.

The residents of the City continue to associate this area with the prostitution and gambling that flourished during pre-World War II years, and which condition prompted the move eastward by retailing operations seeking the patronage of family trade. This conception of the area prevents the substantial re-establishment of such business despite the abatement of illegal operations.

Another factor preventing the return of the area to sound commercial use is the fact that many of the top floors of these old structures have been partitioned off for use as extremely low-rent transient lodgings. The utilization of these old, deteriorated, obsolete, and poorly designed buildings for transient lodgings has encouraged the seasonal influx of large numbers of marginally useful itinerant workers. The extreme concentration in the area of retail liquor establishments has compounded an already severe policing problem.

The factors hereinabove mentioned have resulted in the creation of a blighted area characterized by a prevalence of depreciated values, stifled and impaired investments, and social and economic maladjustment to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered. This nine-block area is the hard core of Stockton's "Skid Row."

2. Proposed Actions. The clearance of these blighted, blighting, and stifling conditions and the renewal of the Project Area will require the acquisition by Agency of all property (with the exception of that held in public ownership or that land which is subject to Owner Participation Agreements) within the boundaries of the Project Area. All property held in private ownership will be acquired by Agency by negotiated purchase or, failing in such negotiation, by eminent domain proceedings. Property held in public ownership may be acquired by Agency through donation.

To the extent provided by law, all property within the Project Area shall be subject to the applicable provisions, conditions, and restrictions of this Plan.

After acquisition, Agency will assist in the relocation of residents, generally clear the land of structures and install or cause to be installed, certain site improvements. Agency will sell or lease all such real property acquired by Agency for private development or the installation of public facilities, except for property within the Project Area to be otherwise conveyed to City or other governmental entities, for use in accordance with this Plan.

3. Applicability: Subsections 1 and 2 of this subsection B apply only to Parcel A of the Project Area and do not apply to Parcel B, C, or D.

C. PROPOSED RENEWAL ACTIONS IN PARCELS B, C, and D.

The physical conditions in Parcel B in 1974 being generally similar to those in the nine block area in Parcel A bounded by Weber Avenue, Hunter Street, Washington Street and Commerce Street, in April of 1961, it is proposed that the objectives of the Plan for the redevelopment of Parcel B be generally similar to the objectives of the Plan for the redevelopment of the nine block area.

The physical conditions in Parcel C in 1974 being generally similar to those in that portion of Parcel A lying north of Weber Avenue in April of 1961, it is proposed that the objectives of the Plan for the redevelopment of Parcel C be generally similar to the objectives of the Plan for the

redevelopment of that portion of Parcel A lying north of Weber Avenue.

Parcel D was originally a prime port area which was subsequently industrialized. In recent years, large portions of the area in Parcel D have become derelict and subject to repeated unsuccessful attempts at private spot redevelopment. Past attempts at spot redevelopment have been unsuccessful because the blighted character of surrounding parcels have made it uneconomic to rehabilitate any single parcel or group of parcels less than the whole without the economic security of having the remainder of the area upgraded.

Parcel D is a blighted area and suffers conditions of blight due to age, obsolescence, mixed and unplanned character of uses, economic deterioration and a prevalence of depreciated values and social and economic maladjustment.

Within the area there exists industrial facilities, scattered residential uses as well as a disproportionate amount of vacant or unused buildings as well as a high degree of interspersed vacant land.

It is the intention of the Agency to eradicate these existing blighted conditions by acquiring those privately-owned properties in Parcels B, C, and D as more specifically set forth in Exhibit A. Said acquisition will be accomplished in conjunction with the development of said property in accordance with a Disposition and Development Agreement which will provide for the orderly development of the entire area. It is the intention of the Agency, if at all feasible, to enter into a Disposition and Development

Agreement with one developer who will be responsible for the entire private development to be undertaken within this area.

In connection with such an Agreement, the Agency will acquire the required property, provide for the relocation of individuals, families, and businesses, and to generally clear the land of structures or cause it to be so cleared as well as to install or cause to be installed the necessary infrastructure required to support the private development. The Agency will then sell or lease such real property for private development in accordance with the terms of the Disposition and Development Agreement and the goals and objectives of the Plan.

SECTION IV. LAND USE PLAN

A. PERMITTED LAND USES

The permitted land uses of this Plan are consistent with and conform to the General Plan of the City of Stockton. Such land uses are more particularly set forth in graphic form on the attached Exhibit A entitled Project Area Boundary and Land Use Map.

For the purpose of this section, it should be understood that the land uses set forth in Parcel A are the same land uses for this area of the Plan as those land uses were originally set forth in the Redevelopment Plan adopted October 9, 1961.

The standards set forth herein are minimum and are designed to promote the swift and orderly development of the Project Area into efficient subdivisions of the land conducive to stable investment; to minimize possible conflicts between the operations of individual land owners within the Project Area and to make the area an attractive, desirable, and accessible area in which to work, live, shop, and enjoy entertainment provided therein; and finally to provide a rational means for the evaluation of proposals presented by potential developers desiring to promote and abide by the objectives of this Plan.

1. Land Uses Defined

a. High Density. Typical development in high density areas include medium or high rise conventional or garden apartment buildings with four or more units per

structure and high density Planned Unit Residential Developments. Density standards for high density developments in the downtown area range from 19 to 87 units per acre. Specific development standards for high density areas are found in Sections 16-035 to 16-036.5.3 of the Stockton Municipal Code, or as the same may be amended from time to time.

b. Medium Density. Typical development in medium density areas include duplexes, triplexes and Planned Unit Residential Developments. Density standards in medium density areas range from 9 to 18 units per acre. Specific development standards for medium density areas are found in Section 16-033 to 16-034.2 of the Stockton Municipal Code, or as the same may be amended from time to time.

c. Commercial. Commercial development in Stockton's downtown area allows a wide variety of business and retail uses, department stores, restaurants, repair shops and a few wholesale activities. Generally speaking, the area permits ten-story buildings with no setback requirements. Specific development standards for commercial development in the downtown area are found in Sections 16-047 to 16-050.3 of the Stockton Municipal Code, or as the same may be amended from time to time.

d. Institutional. The institutional designation is intended to identify certain parcels of land owned or operated by public agencies. It is intended to permit greatest public certainty regarding the character of use of land for public purpose. Specific development standards for

institutional development are found in Sections 16-073 to 16-073.4 of the Stockton Municipal Code, or as the same may be amended from time to time.

e. Marina. The marina designation is a specific land use designation pursuant to this Amended Redevelopment Plan and is intended to be developed generally in the areas where indicated on the Project Area Boundary and Land Use Map. It will be developed pursuant to Sections 16-084.1 of the Stockton Municipal Code, or as the same may be amended from time to time.

Development which meets the above standards may be constructed in its applicable areas as set forth in the Project Area Boundary and Land Use Map. Furthermore, the Agency in its discretion may approve a development of any commercial facility within a high-density or medium-density area; additionally, may provide for the construction of high or medium density residential within a commercial area; may provide for the development of high density residential in a medium density residential area, or medium density within a high density residential area. The Agency may make such modification to the permitted land uses upon the finding by the Agency that such change in land use is in the best interests of the Agency and this Project and that such change in land use would not detract from the goals and objectives of this Plan.

2. Prohibited Uses

Sales of new or used automobiles or trailers will not be permitted. Trailer rentals will not be permitted. Car washes will not be permitted except as an incidental service.

3. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan except in conformance with the provisions of this Plan and all applicable State and local laws in effect from time to time.

a. New Construction. All new construction shall comply with all applicable State and local laws in effect from, and as amended from, time to time, except as inconsistent with this Plan or agreements entered into by the Agency under the authority of this Plan.

All setback areas shall be landscaped and maintained by the owners with the exception of any portion necessary for access which shall be paved in accordance with the landscaping concept established by the Agency. Parking facilities shall be provided in accordance with the criteria set forth in the Plan at the ratio set by the Agency. All parking shall be paved and drained so that storm and surface waters draining from parcels will not cross public sidewalks, and all parking spaces visible from the street shall be landscaped as necessary to prevent unsightly barren appearances as set forth by the Plan.

Off-street loading facilities, trash areas, and any outdoor storage of materials approved by the Redevelopment Agency shall be adequately enclosed or screened by walls, landscaping, or other such enclosure consistent with the

applicable City ordinances and in a manner approved by the Redevelopment Agency.

b. Building Coverage Limitation. Blocks or parcels to be used for public parking--coverage allowed 100%. Blocks or parcels for retail sales use--coverage allowed 100%. Office or professional building use--coverage allowed 100%. Blocks or parcels for a Chinese or other ethnic group commercial center--coverage allowed 80%. Where a pedestrian mall bisects or nearly bisects any block occupied by Chinese or other ethnic group commercial center and such mall area constitutes not less than 20% of the land area of said block, the mall area shall constitute not less than 20% of the land area of said block the mall area shall constitute fulfillment of the 20% open space herein required and 100% land building coverage shall be permitted in the remaining 80% of said block devoted to Chinese or other ethnic group commercial center use. This subsection b. is applicable only to Parcel A of the Project Area.

c. Landscaping. Appropriate landscaping shall be installed and maintained by the property owner.

d. Off-Street Loading. Commercial Building Use: One off-street loading space measuring not less than 10 feet in width and 33 feet in length with an overall vertical clearance of 14 feet shall be provided for each 15,000 square feet of commercial building space or fraction thereof for the

first 30,000 square feet, and thereafter one space for each additional 25,000 square feet or fraction thereof.

Office Building Use: One off-street loading space of the dimension set forth hereinabove shall be required for office building use for each 100,000 square feet of floor space or fraction thereof. All such off-street loading spaces shall be paved with Bituminous or Portland cement concrete.

For the purposes of this section, areas to the rear of commercial buildings dedicated for public use shall not be deemed to be off-street loading space. Moreover, open land area resulting from the application of floor area to land area ratio or that open ground floor area occurring in areas where 100% land coverage is not permitted, shall not be utilized as off-street loading space as herein required. However, where a Chinese or other ethnic group commercial center is established on an entire block, said block being bisected or nearly bisected by a pedestrian mall, such mall may, if suitably paved in a portion sufficient in dimension and construction to support commercial vehicles, be deemed to have complied with the off-street loading requirements set forth in this section provided that loading and unloading from such a mall be restricted to early morning hours. This subsection d. is applicable only to Parcel A of the Project Area.

e. Signs. Only signs identifying the purveying entity, the services performed and the product sold on the premises which accounts for the largest percentage of gross sales shall be permitted. Signs shall be mounted flat against building walls, shall not exceed twenty per cent of the area of any single building elevation and if illuminated shall be

so from a non-intermittent lighting source. Exceptions to area coverage, mounting and illuminating of signs may be granted by the Director of Planning of the City of Stockton if, in the opinion of the Director, such non-conforming design or illumination is acceptable by merit of having been respectively (1) designed as an integral part of a building or site plan; or (2) the illumination does not detract from the esthetic atmosphere of the area. Billboards are prohibited.

f. Dwelling Units. There presently exists approximately 236 residential dwelling units within the Project Area. It is anticipated that upon Project completion, there may be approximately 950 units.

g. Parks, Recreation and Open Space. Park and recreational facilities as well as public open space shall be developed in a manner consistent with the goals set forth in this Plan. Open space and public areas as well as any public buildings which may be necessary in providing services to the public are permitted uses throughout the Project Area.

h. Streets and Rights of Way. The existing public streets within the Project Area are depicted on Exhibit A. All streets within the Project Area may be widened, altered, or vacated for purposes of development of the Project. New streets may be created as necessary. These public rights-of-way shall 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. Any and all street vacations pursuant to this Plan shall be in accordance with the City's public hearing requirements as well as all other applicable laws including, but not limited to, those provisions set forth in the California Streets and Highways Code.

4. Approval of Site and Improvement Plans

All Disposition and Development Agreements, deeds conveying land to, or leases permitting use of land by private developers for improvement in accordance with this Plan shall contain a provision requiring approval in writing by Agency of any site plans and improvements prior to construction.

Furthermore, Owner Participation Agreements shall also require prior written approval of site and improvement plans for property subject to the provisions of an Owner Participation Agreement. Such approval required hereinabove shall be required in addition to normal permits and approvals of construction standards by appropriate City Departments.

5. Duration of Development Standards

Development standards set forth hereinabove shall be made a part of each Disposition and Development Agreement, or other contract between developer and Agency, including agreements providing for existing owners to participate as to each parcel for a period of twenty-five years from the effective date of the ordinance of the Council of the City of Stockton approving and adopting this Plan and shall be binding upon the heirs, executors, administrators, trustees, devisees, successors and assigns of the parties to the Agreement. Upon

termination of the twenty-five year period standards shall continue in full force and effect unless and until changed or released by owners of more than 50% of the land within the Project Area provided that nothing in this paragraph shall be interpreted to exclude or release property in the Project Area at any time from the operation of building codes, housing codes, zoning ordinances or other controls of building or development enacted from time to time by the City Council.

6. Performance and Development Standards Applicable to Real Property Not to be Acquired by Agency

All provisions of this Plan shall fully apply to property in the Project Area not acquired by Agency unless otherwise specifically excepted. Conformance with the requirements, restrictions, performance and development standards herein set forth shall be insured for those properties not to be acquired by Agency by the effectuation of an agreement by and between Agency and owners of property so desiring to conform and who have been offered the opportunity to participate in the redevelopment of the Project Area by Agency.

B. ADDITIONAL REQUIREMENTS IN PARCEL A - NORTH OF WEBER

1. Performance and Development Standards. In all of Parcel A north of Weber Avenue, the following limitations and restrictions shall apply in addition to those set forth in Paragraph A (1), (2), and (3) of this section. Uses shall be limited to:

a. Hotel, apartment and motel accommodations which may be supplemented by convention facilities and uses incidental to hotel operations including swimming pools and office space.

b. Facilities for the accommodation and service of pleasure boats commonly included under the general term "marina" and services incidental to such facilities including eating and drinking establishments, boat sales and repair and other allied services.

c. Commercial uses as specified in Section IV-A.1c of this Plan.

d. Public Uses.

2. Building Coverage. Building land coverage shall be limited to a maximum of 50% of the total area within the Project Area north of Weber Avenue.

3. Parking Requirements. Parking spaces shall be provided for every use proposed for occupancy within the Project Area pursuant to Section 16-104.2 of the Stockton Municipal Code. In addition, if in the judgment of the Agency, demand for parking spaces from adjacent or nearly adjacent commercial facilities would occur at different, hence noncompeting time periods, or interrelated uses do not justify the provision of parking of each use simultaneously, the Agency may, at its discretion, reduce the parking space requirements as set forth. All parking spaces shall comply with the standards of the City of Stockton and shall be paved with either Bituminous or Portland cement concrete.

4. Landscaping. All open areas, including the periphery of parking areas, shall be planted with trees, shrubbery or appropriate ground cover and maintained perpetually in a decorative condition.

SECTION V. PROJECT PROPOSALS

A. LAND ACQUISITION

1. Clearance for Redevelopment (Parcel A). In order to eliminate blighted and blighting conditions existing in the Project Area and to provide necessary public facilities and improvements, Agency shall acquire all of the property in the Project Area lying south of the south line of Weber Avenue. Structures situated upon land thus acquired will be removed and streets, easements and other public rights of way as may be required in order to comply with the provisions of this Plan will be vacated and dedicated.

Acquisition and clearance of this section of the Project Area is necessary to make possible the subsequent reconstruction by public and private entities of an easily accessible commercial area with parcels of land of such a size as will provide maximum economic utilization.

The section of Parcel A lying north of Weber Avenue and which is presently publicly owned will not be the subject of acquisition by Agency but will be cleared of existing obsolete and deteriorated structures. Whether sold, conveyed or leased to public or private developers, this section of Parcel A is to be subject of the full requirements and provisions of this Plan, so far as the law will permit.

Agency shall, wherever in its judgment it is feasible, delay, or accelerate, according to the circumstances, demolition of existing structures in order to cooperate with and minimize inconvenience to existing businesses within the Project Area that propose to re-establish within the Project Area.

2. Clearance For Redevelopment (Parcels B, C, and D)

In order to eliminate blighted and blighting conditions existing in this portion of the Project Area and to provide necessary public facilities and improvements, Agency shall, as necessary for the implementation of this Redevelopment Plan, acquire all of Parcels B, C, and D not presently owned by the Agency, except for Area I designated on Exhibit A, and the block bounded by Weber Avenue, Main Street, Commerce Street, Madison Street. Structures situated upon land thus acquired may be removed, and streets, easements, and other public rights-of-way, as may be required in order to comply with the provisions of this Plan, will be vacated or dedicated.

Acquisition and clearance is necessary to make possible the subsequent reconstruction by public and private entities of an easily-accessible residential and commercial area with parcels of land of such a size as will provide maximum economic utilization.

Those portions of Parcels B and C which are presently owned by the Agency, and the Marina property, which is presently owned by the City, will not be the subject of acquisition by Agency but will, whether sold, conveyed, or leased to public or private developers, be subject to the full requirements and provisions of this Plan, so far as the law will permit.

Agency, wherever in its sole judgment it is feasible, shall delay or accelerate, according to the circumstances, demolition of existing structures in order to

cooperate with and minimize inconvenience to existing businesses within the Project Area.

As to property added to the Project Area after October 1, 1976 the Agency must commence eminent domain proceedings within twelve (12) years from the adoption of the ordinance adding said property to the Project Area. The time limit on commencing an action in eminent domain cannot be extended without further amendment to the Plan.

3. Public Facilities. Properties within those blocks or portions of blocks designated on Exhibit C exclusively for public parking will be acquired by Agency and may be sold to City for the installation of public parking facilities, and properties within those blocks or portions of blocks designated on Exhibit C for public parking or alternate uses will be acquired by Agency and may be sold to to City for the installation of public parking facilities. This subsection 3. is applicable only to Parcel A of the Project Area.

4. Conditions under which Properties not Designated for Acquisition may be Acquired. Land within the Project Area presently in public ownership, if sold to private redevelopers, shall be subject to acquisition by Agency if the owner thereof is unable or does not wish to comply with all of the requirements of this Plan. Additionally, those parcels not designated for acquisition in Section V.A.2. above shall be subject to acquisition by Agency if at any time during the effective life of this Plan the use of the properties change or the improvements upon said parcels are substantially destroyed and not rebuilt for the same use.

5. Conditions Providing for Acquisition Exemption.

(a) Owner Participation in Parcel A.

In those cases where Agency designates existing property as suitable for Owner Participation for the reason that existing parcels are in a location permitting conformance with the intent and purpose of this Plan or for other sufficient reasons, the owners of these uniquely located properties may participate in the redevelopment of the project by entering into an agreement with Agency providing for full compliance with this Plan. Such agreement shall be known as an "Owner Participation Agreement." Agency shall determine whether proposed participation by an owner or owners is feasible and desirable and in accordance with this Plan, and shall judge the financial ability of such owner or owners to participate. Agency may, at its discretion, waive off-street loading space requirements for owner participants whenever in the judgment of Agency such requirements would result in undue hardship or would be impracticable. Agency shall enter into Owner Participation Agreements only where such feasibility, desirability, and financial ability of the owner or owners is clearly established by evidence made available to it by the owner or owners offering to participate. The property of owner participant(s) shall be made subject to all of the provisions of this Plan in the same manner as property sold or leased by Agency to developers. The Owner Participation Agreement may contain, among other things, one or more of the following provisions requiring the owner-participant to:

(i) Join in re-subdividing any area within the Project Area which includes the property which is the subject of the Agreement.

(ii) Permit access to his property by Agency or its representatives for grading and for any other purpose deemed by Agency to be necessary or desirable to carry out any of the provisions of the Plan.

(iii) Sell to Agency at its fair market value any portion or portions of the property which are the subject of the Agreement for any purpose deemed by Agency to be necessary or desirable to carry out any of the provisions of the Plan.

(iv) Purchase for cash at the fair market value for reuse as established by Agency, any areas contiguous to the property which is the subject of the Agreement, where such purchase is deemed by Agency to be necessary or desirable to carry out any of the provisions of the Plan.

(v) Alter, modernize, rehabilitate, or demolish existing on-site improvements where deemed necessary or desirable by Agency to carry out any of the provisions of the Plan.

(vi) Reconstruct or improve all structures allowed to remain to new construction standards as required by City codes.

(vii) Abate all non-conforming uses, processes, or endeavors (if any) which do not conform to the provisions of this Plan within three years from the date of adoption of this Plan.

(b) Time Limitation.

Until and including December 31, 1961, and for such additional period of time thereafter as the members of the Agency may fix by resolution, each owner of property within the Project Area designated in this Plan as suitable for owner participation who offers to participate and is eligible to do so, may, subject to the provisions of this Plan, enter into an Owner Participation Agreement with Agency.

(c) Failure of an Owner to Participate.

Should owners of property designated for participation fail to enter into an Agreement providing for such participation within the time limits specified hereinabove, the land shall be subject to all provisions of this Plan as will be applied to property to be acquired.

(d) Failure of Owner Performance in Participation Agreement.

Until all of the contractual obligations of owner participants have been satisfied, Agency shall have the right through eminent domain to acquire the property or such other legal remedies as may be necessary to achieve performance of the Agreement.

(e) Parcels Designated for Participation.

The following described parcels of property identified by block and parcel number as indicated on the Property Map, marked Exhibit No. D and attached hereto shall be subject to Owner Participation, to wit:

Block 2, East of Center -- Parcels 8 and 9

Block 7, West of Center -- Parcel 1

(f) Owner Participation in Parcels B, C, and D.

Owner participation within Parcels B, C, and D shall be in accordance with the Rules for Owner Participation adopted by the Agency by Resolution #R-808 on January 7, 1980 as such rules may be amended from time to time.

B. 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 Project Area by any lawful means.

C. 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 Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies conform to the requirements of this Plan.

D. PROPERTY MANAGEMENT

During such time as property in the 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 for redevelopment.

E. RELOCATION OF PERSONS DISPLACED

When undertaken, the relocation of persons and businesses will be subject to the following standards:

1. Assistance in Finding Other Locations.

The Agency shall assist all families and single persons displaced by the Project Area in finding other locations and facilities. There are in areas of the City of Stockton other than the Project Area, (areas 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 Project Area) decent, safe, and sanitary dwellings equal in number to the number of 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 to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonable convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing outside the Project Area for displaced persons.

2. Relocation Payments.

The Agency may pay reasonable moving expenses to persons (including families, business concerns and others) displaced by the Project. This provision is not intended to provide incentives for commercial and industrial businesses to move out of the 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.

F. DEMOLITION, CLEARANCE, PUBLIC IMPROVEMENTS, BUILDING AND SITE PREPARATION

1. Demolition and Clearance. The Agency is authorized to demolish, clear or move buildings, structures, and other improvements from any real property owned or acquired by Agency in the Project Area as necessary to carry out the purposes of this Plan.

2. Public Improvements. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements and public utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas

distribution systems, water distribution systems, buildings, parks, off-street parking, plazas, playgrounds, and landscaped areas.

a. All existing streets in Parcel A south of the north line of Weber Avenue are to be retained substantially as they presently exist with the following exceptions: portions of Main Street and Hunter Square may be closed to normal vehicular traffic and improved by landscaping for use as a pedestrian mall, and portions of Weber Avenue lying westerly of Center Street may be reduced in width and the area or areas on either side of said avenue resulting from such reduction in width may be abandoned as a public way or public street and sold for private development and use or devoted to other public use.

Existing street areas in Parcels B, C, and D may be retained for the most part. Where considered feasible, street width may be increased or reduced, and parking bays may be created, to meet the needs of the uses proposed in Parcel D. Additionally, to accomodate new development, it is anticipated that streets may be closed, vacated, or realigned.

b. Public rights-of-way in the form of alleys primarily designated for off-street loading, if any, bisecting or nearly bisecting, those blocks subdivided into more than one parcel will so be dedicated and improved. This subsection b. is applicable only to Parcel A of the Project Area.

c. All public streets and easements in that section of the Project Area identified as Weber Point on Property Map marked Exhibit D will be vacated. This subsection c. is applicable only to Parcel A of the Project Area.

d. The south shore of Stockton Channel after demolition of existing structures may be improved by such feasible method as Agency may determine, one proposal being for the "guniting" of the existing sea wall. A sea wall may be constructed to extend the existing sea wall, commencing at the end of the present sea wall near Monroe Street, and continuing west to the intersection of Mormon Channel and the Deep Water Channel, and a sea wall or other protective structure may be constructed from the intersection of Mormon Channel and the Deep Water Channel southeasterly along the northerly side of Mormon Channel to the Project Area boundary.

e. A low sea wall may be installed and the remaining shore above it be landscaped on that portion of the shoreline borderling on Steamboat Levee and McLeod's Lake.

f. Modern, new, and efficient street lighting may be installed on public streets.

g. Public parking may be provided in those areas in the Project Area designated for such public use in Exhibit C.

h. Street surfaces within the Project Area if deteriorated, may be improved.

i. Railroad trackage on Weber Avenue lying within the Project Area boundaries may be removed. Railroad trackage located in Parcels C and D may be removed or relocated.

j. Agency may, at its discretion, install or cause to be installed such other improvements within the Project Area as may be necessary to improve and renew the Project Area within the intent and purposes of this Plan.

k. All improvements to be installed or constructed either by public or private entities within the Project Area shall conform to all applicable City codes, regulations, and standards as they now provide or as they may hereafter be amended.

3. Preparation of Building and Development Sites.

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

G. REHABILITATION AND MOVING OF STRUCTURES BY THE AGENCY

1. Rehabilitation.

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation or property in the Project Area not acquired by the Agency.

2. Moving of Structures.

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any building or other structure to a location within or outside Project Area.

H. PROPERTY DISPOSITION AND DEVELOPMENT

1. Real Property Disposition and Development.

(a) 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, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by this Agency in the Project Area shall be sold or leased for development for the uses permitted in this 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 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.

(b) 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, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, General Plan, 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 servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain such non-discrimination and non-segregation clauses as are required by law, and as set forth in Section I herein. Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

(c) Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and the cost of the installation and construction of any building, facility, structure, or other improvements either within or outside the Project Area for itself or for

any public body or entity to the extent that such improvements would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans on property acquired from Agency or on property subject to an owner participation agreement be submitted to Agency staff for approval and review. All development must conform to this Plan and all applicable Federal, State, and local laws, except as such may be modified by requirements of this Redevelopment Plan or Agency agreements entered into to carry out the purposes of this Plan.

(d) Obligations to be Imposed on Redevelopers

(1) Purchasers of land acquired from Agency or subject to an owner participation agreement within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) on the building site and, when requested, the grading plans for the building site to be built upon, shall have been submitted to, reviewed and approved in writing by

the Agency. 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.

(2) Acquirers, users or developers of land acquired from Agency or subject to an owner participation agreement within the 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.

(3) Persons who are engaged in business in the Project Area shall be granted preference by the Redevelopment Agency to re-enter in business within said Area after redevelopment if they otherwise meet the requirement prescribed by the Plan.

(4) 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, not superceded by this Plan.

2. 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.

I. PREVENTION OF DISCRIMINATION

1. Redevelopment.

The redeveloper shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion,

sex, or national origin, in the sale, lease or occupancy of the property.

Pursuant to California Health and 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 therein acquired by the Agency within any redevelopment area or project, the provisions of said Section in substantially the form set forth therein shall be included in such contracts, and such contracts shall further provide that the provisions of said Section 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.

2. Contracts.

All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Project Area shall contain the following non-discrimination clauses as prescribed by California Health and Safety Code, Section 33436:

In deeds the following language shall appear:

"The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, 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 any person claiming under or through him 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, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, 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, 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 any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

3. 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.

SECTION VI. FINANCING

A. METHOD OF FINANCING FOR PARCEL A

1. The gross cost for Parcel A of West End Urban Renewal Project No. 1 including but not limited to the cost of:

Survey and Planning Expenditures

Administration

Demolition

Project Improvements

Real Estate Purchases

Is estimated to be -----\$10,927,916.00

Less estimated resale value -----\$ 3,039,000.00

Net Cost -----\$ 7,888,916.00

The net cost hereinabove set forth is to be borne two-thirds by the Federal Government and one-third or \$2,629,639.00 by the City. The two-thirds share of the net project cost set forth hereinabove to be defrayed by the Federal Government amounts to \$5,031,012.00.

In addition to the foregoing project capital grant, the Federal Government will extend for the purpose of financial assistance in the relocation of owners and residents of this portion of the Project Area, a grant of \$300,550.00.

It is anticipated that Agency will assist City in defraying its one-third share of the cost by offering for sale

one or more series of tax allocation bonds as may be issued pursuant to Paragraphs D and E of this Section, and as may be permitted by law in aggregate amounts estimated to range from \$1,400,000 to \$2,200,000.

It is further estimated that City may, through the utilization of its Ordinance of Issue relative to its off-street parking program offer for sale revenue bonds repayable from receipts anticipated to accrue from the three parking facilities to be installed by City within this Area. It is estimated that City may realize from said off-street parking facility revenue bond issue amounts ranging from \$1,500,000 to \$2,500,000.

The foregoing sources may be supplemented by any source legally available to City.

2. For the purpose of carrying out the plan, Agency may obtain a project temporary loan from the Federal Government in the estimated amount of \$8,370.562. The obligations evidencing Agency's indebtedness to the Government for the project temporary loan shall be in a form satisfactory to the Federal Government. Said loan or other obligations of Agency shall not be a debt of the City of Stockton, the State of California, or any of its political subdivisions and none of the above is liable on them nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of Agency and such bonds and other obligations shall so state on their face.

3. The foregoing amounts are based on reasonable estimates but may be subject to revisions at a later date.

4. Subsection A of this Section VI applies only to Parcel A of the Project and does not apply to the remainder of the Project Area.

B. METHOD OF FINANCING FOR PARCELS B, C AND D.

1. The gross cost for Parcels B, C, and D of West End Urban Renewal Project No. 1, including but not limited to the cost of:

Survey and Planning Expenditures

General and Administrative

Land Acquisition

Improvements

Demolition

Is estimated to be -----\$15,544,000.00

Less estimated resale value--\$ 5,775,000.00

Net cost \$ 9,769,000.00

2. The net cost hereinabove set forth is anticipated to be borne by a combination of Federal Urban Development Action Grants, Federal Economic Development Administration Grants, proceeds of tax allocation bonds previously sold, and by the offering for sale one or more series of tax allocation bonds by the Agency, in accordance with Paragraph D and E of this Section and as may be permitted by law.

The foregoing sources may be supplemented by any source legally available to City or Agency.

The foregoing amounts are based on reasonably present estimates but may be subject to revisions at a later date without further amendment.

C. STATEMENT OF AGENCY'S LEGAL POWERS TO BORROW

1. The Agency may from time to time obtain advances borrow money and create indebtedness by all means legally available to it, including the issuance of its bonds and it may expend such money for any or all of the following purposes: the repayment of monies advanced by the Federal Government for planning the project; the purchase of land, including acquisition expenses; the relocation of displaced families; the preparation of land acquired by Agency as building sites; activities in connection with the disposition of project land; and the administration of the Redevelopment Project including without limitation, interest charges, attorneys' fees, engineering fees and consultants' fees as well as for any other valid redevelopment purpose or activity.

2. The City and/or other local public bodies or any persons may grant sums of money to Agency, may donate land, may undertake to provide certain site improvements or facilities in accordance with the provisions of the Plan, or may offer a combination of these. Any such contributions to the completion of the Project shall be included in the Project costs to the extent that they are determined to be eligible pursuant to the regulations of the Federal Government for such inclusion and shall further be held to be all or a portion of the local share of net project costs as may be determined to be appropriate by the statutory authority or rules and regulations for any financial assistance from any Agency of the Federal, State or local government.

D. PROVISION FOR AGENCY TO ISSUE BONDS

Agency may issue its bonds in one or more series, in such amounts and on such terms and conditions as the Agency shall from time to time determine, including, without limiting the generality of the foregoing, the rate of interest and the time, place, and medium of payment thereof, the dates of issue and maturity, the denomination and whether coupon or registered, and the manner of calling or redeeming prior to maturity.

Subject to the provisions of any contract for loan and capital grant with the Federal Government, Agency may devote to the payment of interest and the retirement or redemption of its bonds any income or revenue received by it from the Project Area any any financial assistance received from the

Federal Government whether as a Capital Grant under Title I of the Housing Act of 1949, as amended or otherwise.

E. TAX INCREMENTS

All taxes levied upon taxable property in the Project Area each year by or for the benefit of the State of California, County of San Joaquin, City of Stockton, district or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving this Plan shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the 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 such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocated taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of such ordinance 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 shall be used in determining the assessed valuation of the taxable property in the project on said effective date); and

2. That portion of said 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 Agency or finance or refinance, in whole or in part, the redevelopment project. Unless and until the total assessed valuation of the taxable property in the redevelopment project exceeds the total assessed value of the taxable property in such redevelopment project as shown by the last equalized assessment roll referred to in paragraph (1) hereof, of this Section VI. E, all of the taxes levied and collected upon the taxable property in such redevelopment project 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 monies thereafter received from taxes upon the taxable property in such redevelopment project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid. The portion of taxes mentioned in this Paragraph 2 is hereby, and in any proceedings of Agency for the advance of monies or making of loans or issuance of bonds, shall be irrevocably pledged for the payment of the principal of and interest on said loans, advances, or indebtedness.

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

As to tax increments generated within that portion of the Project Area added to the Plan boundaries after October 1, 1976, no loans, advances, or indebtedness shall be established or incurred by the Agency after the expiration of fifteen (15) years from the date upon which this Plan was amended to add such portion to the Project Area.

As to the tax increment generated within that portion of the Project Area added to the Plan boundaries after October 1, 1976, no more than \$30 million may be divided and allocated to the Redevelopment Agency without further amendment to this Plan.

As to bonds issued by the Agency specifically for activities to be undertaken in that portion of the Project Area added to the Plan boundaries after October 1, 1976, the amount of bonded indebtedness outstanding at any one time shall not exceed \$15,000,000.

Where appropriate, as to parcels added to the Project Area by amendment to this Plan, the designation of the "ordinance" or the "effective date" of such ordinance shall mean the ordinance(s) amending the ordinance adoption said Plan and the effective date(s) of such ordinance(s).

F. OTHER LOANS AND GRANTS

Any other loans, grants, or financial assistance from any other public or private source may be utilized if available.

G. ASSUMPTION OF CITY'S COST AS A DEBT OF THE
REDEVELOPMENT AGENCY

All costs of City incurred in the redevelopment of the Project Area will be assumed by Agency as a non-interest bearing debt. Said debt or advance will be repaid to City by Agency or by any method available to Agency.

SECTION VII. OTHER PROVISIONS

A. BUILDING PERMITS

The developer shall obtain from City such building and other permits as may be required to carry out his development plans. Purchasers of buildings in the Project Area for relocation elsewhere must improve such buildings to conform with all applicable regulations, laws, and ordinances and, in addition, must agree to meet any special requirements of Agency necessary to insure that said buildings will be brought up to established standards in every respect.

B. PREVENTION OF SPECULATION IN THE HOLDING OF LAND

No developer shall resell, lease, sublease, or otherwise dispose of land in the Project Area until the construction on said land has been completed and all the obligations imposed on such developer by the Plan and the Developer's Disposition and Development Agreement with Agency have been discharged, except with the prior written consent of Agency.

C. ACTIONS BY 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 and to prevent the recurrence or spread in the area of

conditions causing blight. Action by the City may include, but not be limited to, the following:

1. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-ways, and for other necessary modifications of the streets, the street layout, and other public rights-of-ways in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-ways as appropriate to carry out this Plan.

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

3. Initiation of proceedings for revisions of zoning where necessary within the Project Area, to permit the land uses and development authorized by this Plan.

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

5. Provision for administrative enforcement of this Plan by the City after development: the City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.

6. Performance of the above, and of all other functions and services relating to public health, safety, and

physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delay.

D. AGENCY ACTIONS

Agency shall be responsible for executing the Plan except for those parts of the Plan specifically designated as the responsibility of the Commission or City and which will be carried out upon request of Agency.

E. ENFORCEMENT

After development, the administrative enforcement of this Plan or other document 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, re-entry, 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 or property in the Project Area, may be enforced by such owners.

F. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions of other documents formulated pursuant to this Plan may be made

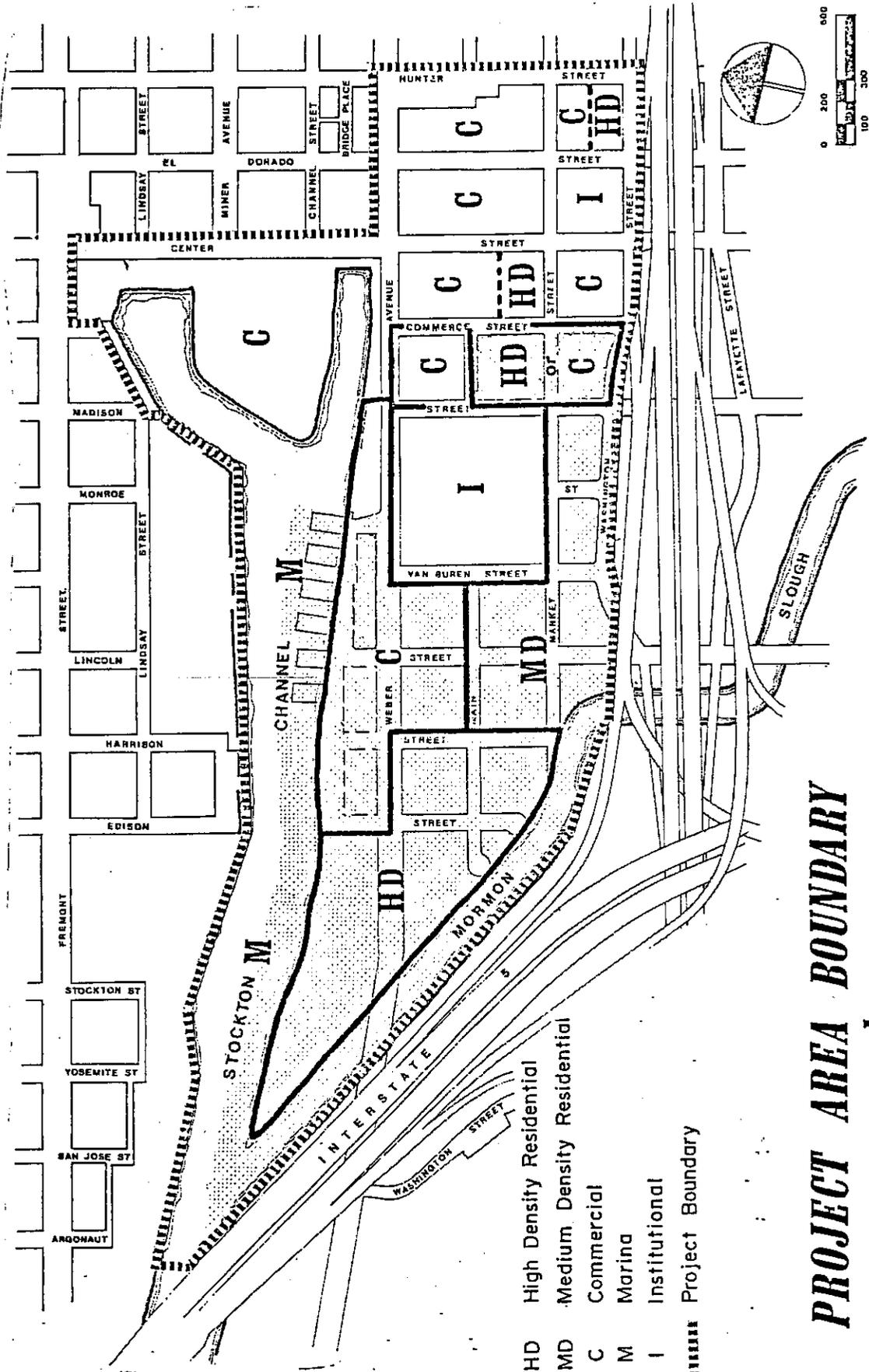
effective for 45 years from the date of adoption of this Amended Plan by the City Council.

G. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law (see California Health and Safety Code Sections 33450 to 33458), as the same now exists or as hereafter amended, or by any other procedure hereafter established by law.

H. AGENCY GENERAL POWERS

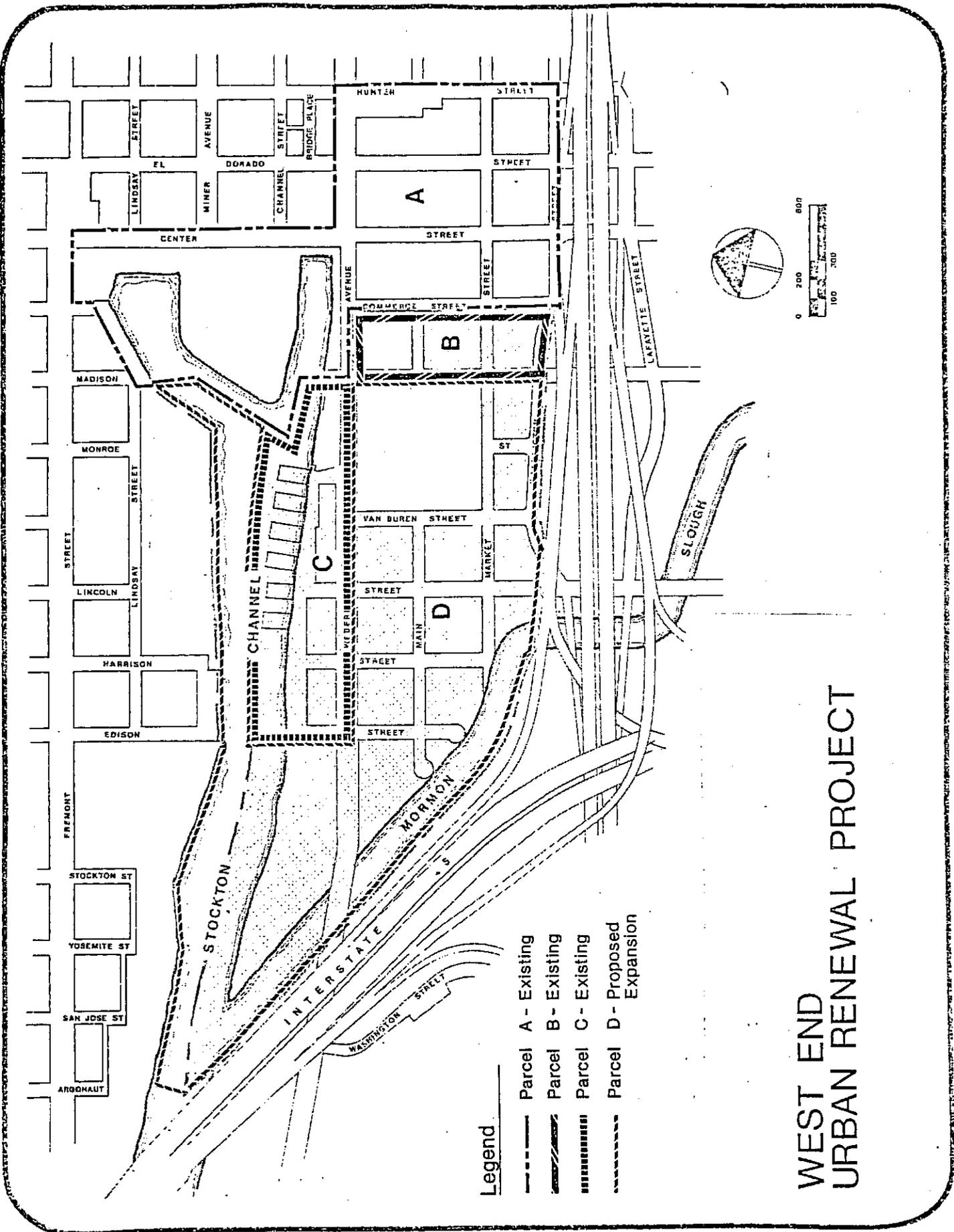
In addition to all activities set forth herein, Agency is empowered to undertake any action permitted by law as such presently exists or as may hereinafter be enacted to the extent such power has not been specifically limited by this Plan.



- HD High Density Residential
- MD Medium Density Residential
- C Commercial
- M Marina
- I Institutional
- Project Boundary

PROJECT AREA BOUNDARY and LAND USE MAP

MARCH 24, 1980



Legend

- Parcel A - Existing
- ▨ Parcel B - Existing
- ▤ Parcel C - Existing
- ▧ Parcel D - Proposed Expansion

**WEST END
URBAN RENEWAL PROJECT**

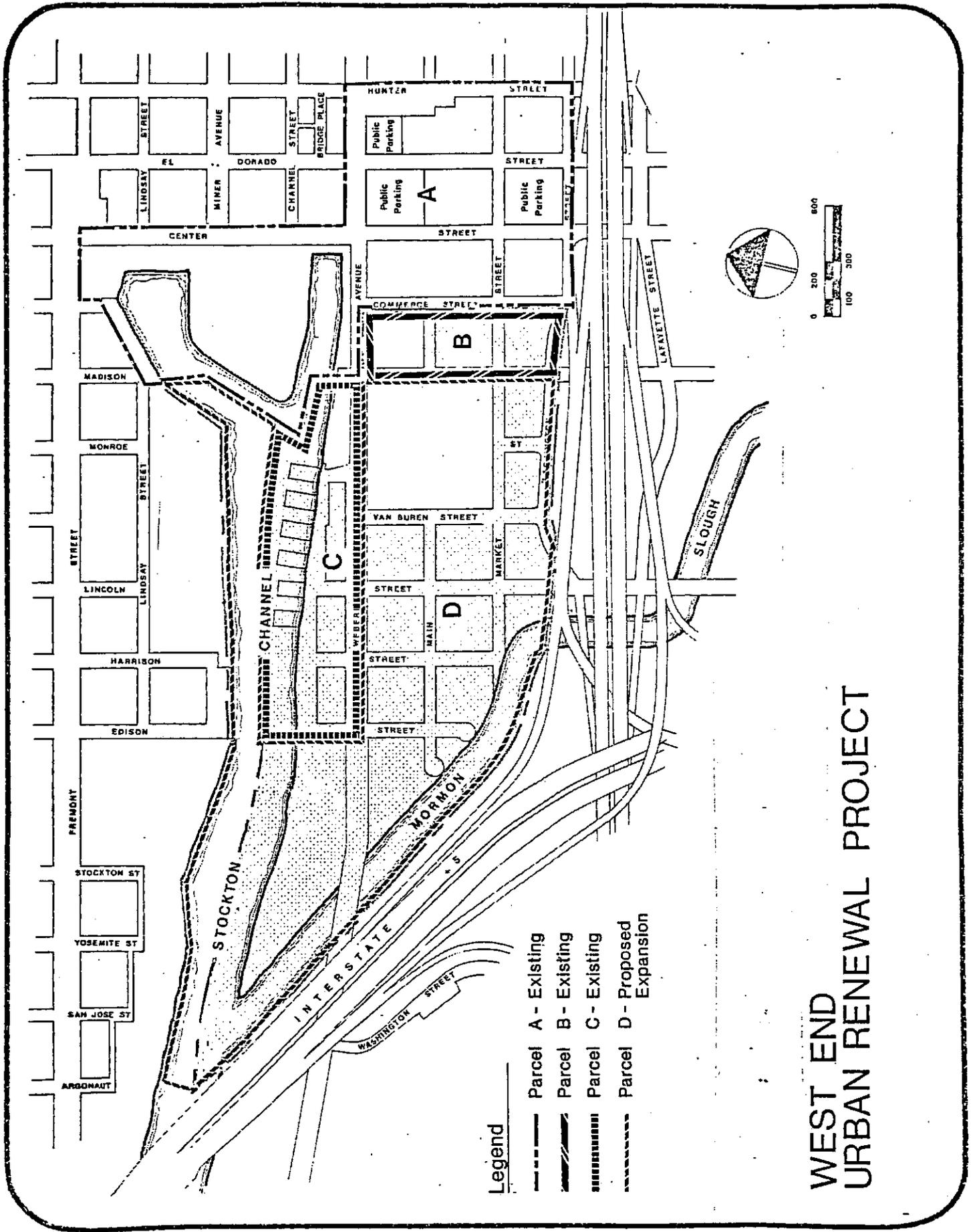
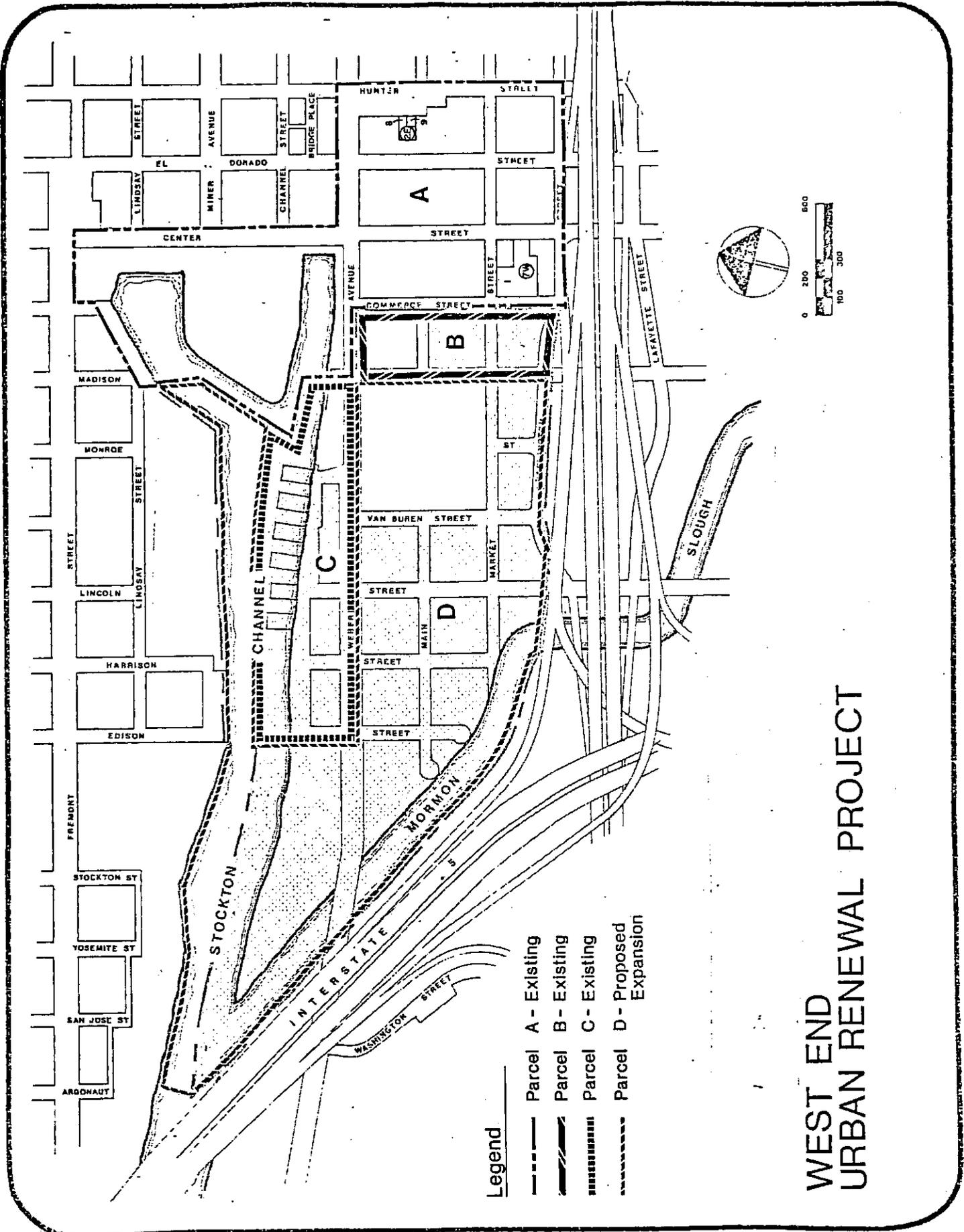


EXHIBIT "C"



WEST END URBAN RENEWAL PROJECT

Exhibit "D"