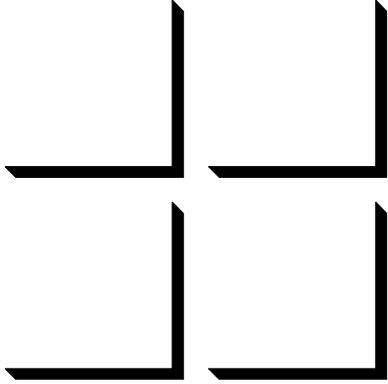


Redevelopment Agency
Of the
City of Riverside

REDEVELOPMENT PLAN

**Arlington Redevelopment Project,
Amendment No. 3**

June 24, 2003



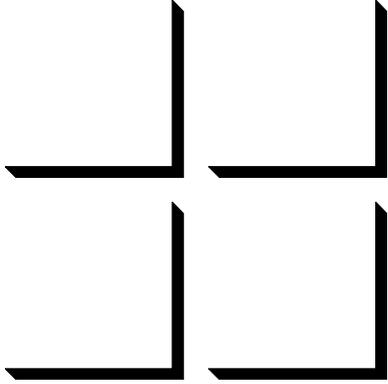
June 24, 2003

Adopted: June 24, 2003
Ordinance No.: 6685

Redevelopment Plan for the Arlington Redevelopment Project, Amendment No. 3

Redevelopment Agency of the City of Riverside

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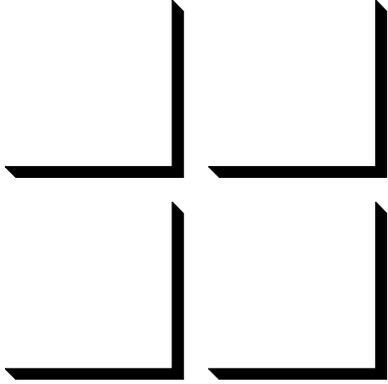
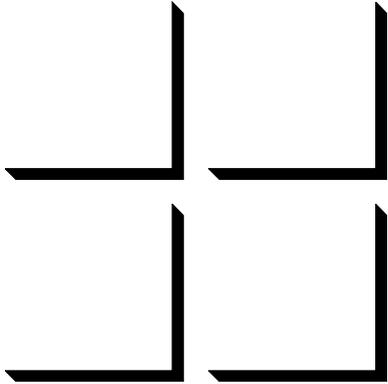


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APPENDIX A: Redevelopment Plan Map
APPENDIX B: Legal Description



I. INTRODUCTION

A. (§100) BACKGROUND AND AUTHORITY

The Redevelopment Plan for the Arlington Redevelopment Project was adopted on November 28, 1978, by Ordinance No. 4619 of the City Council of the City of Riverside (the “City Council”). The Redevelopment Plan was subsequently amended on December 20, 1994, by City Council Ordinance No. 6193 (“Amendment No. 1”), and on April 13, 1999, by City Council Ordinance No. 6466 (“Amendment No. 2”).

The Redevelopment Plan originally encompassed approximately 40 acres; Amendment No. 1 incorporated technical revisions to the Redevelopment Plan to ensure continued conformity with changes in State law, while Amendment No. 2 extended various time limits to the Redevelopment Plan and also added approximately 998 acres to the Project.

This Plan for the proposed Amendment No. 3 to the Project was prepared by the Redevelopment Agency of the City of Riverside (the “Agency”) pursuant to the Community Redevelopment Law of the State of California (the “CRL;” Health and Safety Code Sections 33000, *et seq.*; all statutory references hereinafter shall be to the Health and Safety Code unless otherwise designated), the California Constitution, and all applicable laws, local codes, and ordinances. The Plan consists of this text, the attached Redevelopment Plan Map, and the attached Legal Description (Sections 100 through 640, and Appendices A and B, respectively).

B. (§110) PURPOSE AND BASIS OF THIS PLAN

The overall purpose of formulating this Plan is to provide for the elimination or alleviation of physical and economic conditions, as defined in CRL Section 33030 and 33031, that affects the 235-acre area which is proposed to be added to the Project by Amendment No. 3 (“Amendment Area No. 3”). Broadly stated, these conditions include: physical deterioration of buildings and facilities both public and private; inadequate public improvements and facilities that are essential to the health and safety of local residents and property owners; areas of incompatible land uses; lots of irregular form and shape and of inadequate size for proper development; parcels suffering from depreciated values and impaired investments; and, a variety of other conditions that are a threat to the public health, safety, and welfare.

The basis for this Plan is the Preliminary Plan for the Arlington Redevelopment Project, Amendment No. 3, adopted by Resolution No. 4601 of the Planning Commission of the City of Riverside (the “Planning Commission”) on, December 19, 2002.

C. (§120) DEFINITIONS

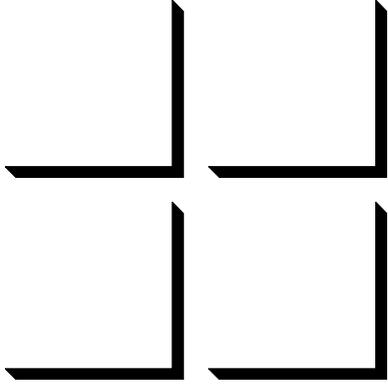
The following definitions will govern in the context of this Plan unless otherwise stipulated herein:

- 1) (§120.1) **Agency** means the Redevelopment Agency of the City of Riverside, California.
- 2) (§120.2) **Amendment Area No. 3** means the territory subject to this Plan, as described in Appendix ‘B.’
- 3) (§120.3) **Arlington Redevelopment Project, Amendment No. 3** means this Redevelopment Plan.
- 4) (§120.4) **Auto Center Area** means the portion of the Amendment Area situated southerly of Indiana Avenue, consisting of Sub-Areas E and F.
- 5) (§120.5) **City** means the City of Riverside, California.
- 6) (§120.6) **City Council** means the City Council of the City of Riverside, California.
- 7) (§120.7) **County** means the County of Riverside, California.
- 8) (§120.8) **CRL** means the Community Redevelopment Law of the State of California (California Health and Safety Code, Sections 33000, et seq.), as from time to time amended.

- 9) (§120.9) **Existing Project Area** means the Arlington Redevelopment Project Area as it existed prior to the adoption of Ordinance No. 6685 approving this Plan.
- 10) (§120.10) **General Plan** means the Riverside General Plan, as may be from time to time amended.
- 11) (§120.11) **Legal Description** means a description of the land within Amendment Area No. 3 in accordance with map specifications approved by the California State Board of Equalization, and attached hereto as Appendix 'B.'
- 12) (§120.12) **Person** means any individual or any public or private entity.
- 13) (§120.13) **Primary Area** means the Existing Project Area and Sub-Areas A, B, C, and D.
- 14) (§120.14) **Project** means all activities, plans, programs, objectives, goals, and policies involved in this Plan, either directly or by reference.
- 15) (§120.15) **Real Property** means land, buildings, structures, fixtures and improvements on the land; property appurtenant to or used in connection with the land; every estate, interest, privilege, easement, franchise, and right in land, including 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.
- 16) (§120.16) **Redevelopment Law** means the CRL.
- 17) (§120.17) **Redevelopment Plan** or **Plan** means this document, which, upon adoption by the City Council, shall be officially designated as, "The Redevelopment Plan for the Arlington Redevelopment Project, Amendment No. 3."
- 18) (§120.18) **Redevelopment Plan Map** means the Redevelopment Plan Map, attached hereto in Appendix 'A.'
- 19) (§120.19) **State** includes any state agency or instrumentality of the State of California.
- 20) (§120.20) **Sub-Area(s)** means one or more of those areas shown as Sub-Areas on the Redevelopment Plan Map.
- 21) (§120.21) **Zoning Ordinance** means the codes, ordinances and resolutions relating to zoning and development in the City, as may be from time to time amended.

D. (§130) AMENDMENT AREA BOUNDARIES

Amendment Area No. 3 includes all properties within the boundaries shown on the Redevelopment Plan Map (see Appendix 'A'), and described in the Legal Description (see Appendix 'B').



II. DEVELOPMENT IN AMENDMENT AREA NO. 3

A. (§200) PROJECT OBJECTIVES

The overriding objective of this Plan is to eliminate or alleviate blighting conditions in Amendment Area No. 3 by encouraging and inducing development on or rehabilitation of Amendment Area No. 3 properties, providing public improvements or facilities where such facilities are missing or inadequate, and by increasing, improving, or preserving the supply of low- and moderate-income housing to eliminate detrimental housing conditions in the community. In eliminating these blighting conditions, this Plan will facilitate development as contemplated in the General Plan.

The goals contained in the Existing Arlington Redevelopment Plan, which was adopted in 1999 for the Existing Arlington Redevelopment Project Area, will be extended to the proposed Amendment and Amendment Area No. 3 as well. Overall, the redevelopment effort is to alleviate blighting conditions by:

- 1) Implementing the goals, policies, and strategies identified in the General Plan;
- 2) Encouraging and inducing rehabilitation of, or development on, Amendment Area properties;
- 3) Providing for a general program of redevelopment incentives to eliminate blight and strengthen the commercial base in Amendment Area No. 3, and thereby creating lasting improvements to the community's tax and employment bases;
- 4) Providing public improvements or facilities where such facilities are missing or inadequate;

- 5) Preserving the stability of surrounding neighborhoods; and
- 6) Increasing, improving, or preserving the supply of low- and moderate-income housing to eliminate detrimental housing conditions in the community.

The Arlington Project Area Committee established additional goals for the Existing Project Area, which will also be extended to the proposed Amendment and Amendment Area No. 3, as follows:

- 1) Assist in improving, upgrading and expanding existing local businesses.
- 2) Create a strong sense of community in Arlington, and re-establish the traditional Arlington business district as a vibrant commercial neighborhood.
- 3) Improve the overall quality of life for those who live, work, shop and do business in the Arlington community.
- 4) Upgrade and improve Arlington's basic public improvements and services, including:
 - complete system of sidewalks
 - complete drainage and other facilities
 - develop an efficient circulation system
 - improve the community's parks and youth center
 - upgrade water and sewerage facilities
 - improved street landscaping, including mature trees
 - improved public transportation
 - expanded public safety

In achieving the above goals, the Agency has established the following objectives in the Existing Project Area. These objectives will be extended to the proposed Amendment and Amendment Area No. 3 as well:

- 1) Eliminate blighting conditions and prevent the acceleration of blight in and about Amendment Area No. 3.
- 2) Develop programs and incentives for the rehabilitation of old, obsolescent, and deteriorating structures and uses in Amendment Area No. 3.
- 3) Promote the comprehensive planning, redesign, replanning, reconstruction and/or rehabilitation in such a manner as to achieve a more modern, higher and better utilization of the land within Amendment Area No. 3.

- 4) Use redevelopment authority to promote development that is consistent with the General Plan and the Zoning Ordinance.
- 5) Promote the design and construction of a more efficient and effective circulation system.
- 6) Provide for adequate parcels and required public improvements to induce new construction and/or rehabilitation by private enterprise.
- 7) Promote the rehabilitation of existing housing units now affordable to persons and families of low- and moderate-income, and promote the construction of replacement housing units where existing units cannot be feasibly rehabilitated.
- 8) Promote the development of new and diverse employment opportunities.
- 9) Consolidate parcels as needed to induce new or expanded, modernized, commercial development in Amendment Area No. 3.
- 10) Upgrade the physical appearance of Amendment Area No. 3.
- 11) Remove economic impediments to land assembly and in-fill development in areas that are not properly subdivided for development or redevelopment.
- 12) Encourage the phasing out of incompatible, and/or non-conforming land uses from Amendment Area No. 3.
- 13) Mitigate potential relocation impacts resulting from changes in Amendment Area land use from non-conforming and dilapidated uses to development in conformance with the General Plan and the Zoning Ordinance.
- 14) Provide replacement housing as required by law when dwellings occupied by low- or moderate-income persons or families are lost to the low- or moderate-income housing market.
- 15) Encourage the cooperation and participation of Amendment Area property owners, public agencies and community organizations in the elimination of blighting conditions and the promotion of new or improved development in Amendment Area No. 3.
- 16) Provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate public and private development, redevelopment, revitalization and enhancement of the community.

B. (§210) CONFORMANCE TO GENERAL PLAN

All uses proposed in this Plan shall be in conformance with the General Plan as it now exists, or may be hereafter amended. Except when inconsistent with this Plan, all requirements of the Zoning Ordinance shall apply to all uses proposed hereunder. All applicable development codes shall apply to all uses in Amendment Area No. 3.

C. (§220) SPECIFIC DEVELOPMENT OBJECTIVES

Development in Amendment Area No. 3 will be in conformance with this Plan, the General Plan, and the Zoning Ordinance. Development in Amendment Area No. 3 shall also be in conformance with any applicable adopted specific plan.

The Agency's development objectives involve encouraging the implementation of development in accordance with the General Plan as identified above. In doing so, it is the Agency's intent to provide assistance in the following manner:

- 1) The construction of needed public improvements and facilities including, but not limited to, those described in Section 310 herein.
- 2) The completion of various planning or marketing studies as necessary to facilitate and coordinate a successful redevelopment process.
- 3) All other forms of Agency assistance authorized by the CRL, including, but not limited to, loans, tax exempt financing, or other financial aid programs for new construction and/or rehabilitation.

D. (§230) LAND USES FOR AMENDMENT AREA NO. 3

In addition to generally identifying the boundaries of Amendment Area No. 3, the Redevelopment Plan Map (Appendix A) also illustrates the proposed public rights-of-way, public easements, open space, and proposed land uses to be permitted in Amendment Area No. 3, pursuant to the General Plan.

Pending the ultimate development of land in accordance with the provisions of this Plan, the Agency is authorized to use or permit the use of any land in Amendment Area No. 3 for interim uses not in conformity with the uses permitted in this

Plan, provided that approval of any such interim uses shall be subject to compliance with provisions of the Zoning Ordinance.

E. (§240) PUBLIC USES FOR AMENDMENT AREA NO. 3

1. (§241) PUBLIC STREET LAYOUT, RIGHTS-OF-WAY AND EASEMENTS

The public rights-of-way, easements, and principal streets proposed or existing in Amendment Area No. 3 are the same as those indicated in the General Plan, and are shown on the attached Redevelopment Plan Map (Appendix A).

Such streets and rights-of-way may be widened, altered, realigned, abandoned, vacated, or closed by the Agency and the City as necessary for proper development of the Project. The Agency and the City may create additional public streets, alleys, and easements in Amendment Area No. 3 as needed for proper circulation.

The public rights-of-way shall be used for vehicular and pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way. In addition, all necessary easements for public uses, public facilities, and public utilities may be retained and created.

2. (§242) OPEN SPACE, PUBLIC AND QUASI-PUBLIC USES, AND FACILITIES

In any portion of Amendment Area No. 3, the Agency is authorized to permit the establishment or enlargement of public, semi-public, institutional, or nonprofit uses. All such uses shall conform, so far as possible, with the provisions of this Plan applicable to the uses in the specific area involved, and shall conform to the General Plan.

F. (§250) GENERAL DEVELOPMENT REQUIREMENTS

1. (§251) OPEN SPACE AND STREET LAYOUT TO BE PROVIDED

Open space and street layout is shown in the Redevelopment Plan Map included herewith in Appendix A and described in Section 241 of this Plan. Additional open space will be provided through application of City

standards for building setbacks. An estimated 50 acres will be devoted to open space, parks, trails, landscaping, building setbacks, yards, and rights-of-way in Amendment Area No. 3.

2. (§252) LIMITATIONS ON TYPE, SIZE, HEIGHT, NUMBER, AND PROPOSED USE OF BUILDINGS

Except as may be set forth in other Sections of this Plan, the type, size, height, number, and proposed use of buildings shall be limited by the applicable federal, state, and local statutes, ordinances, regulations, General Plan, and any requirements that may be adopted pursuant to this Plan. Limitations on land use are indicated on the Redevelopment Plan Map in Appendix A.

3. (§253) THE APPROXIMATE NUMBER OF DWELLING UNITS

Under the General Plan, approximately 200 dwelling units would be permitted in Amendment Area No. 3 at the expiration of this Plan. These uses are limited as indicated on the Redevelopment Plan Map in Appendix A.

4. (§254) THE PROPERTY TO BE DEVOTED TO PUBLIC PURPOSES AND THE NATURE OF SUCH PURPOSES

The locations of public uses are shown in the Redevelopment Plan Map in Appendix A. Other public uses are described in Section 251 of this Plan and specific public improvements/facilities are listed in Section 310. These improvements are generally expected to be provided in the public right-of-way or on land specifically acquired by the City for such purposes. Additional public facilities may be developed by school districts and other public agencies operating within Amendment Area No. 3.

5. (§255) CONFORMANCE WITH THIS PLAN

All Real Property in Amendment Area No. 3 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 this Plan unless it is in conformance with the provisions of the General Plan, of the Zoning Ordinance, and of this Plan and all applicable provisions of State law. The Agency shall have the right, to the greatest extent permitted by law, to administratively interpret this Plan in order to determine

whether such changes are in conformance with this Plan, including without limitation, the controls and project objectives of this Plan.

6. (§256) REHABILITATION AND RETENTION OF PROPERTIES

To the greatest extent permitted by law, any existing structure within Amendment Area No. 3 specifically may be repaired, altered, reconstructed, or rehabilitated to ensure that such structure will be safe and sound in all physical respects and not detrimental to the surrounding uses.

7. (§257) SUBDIVISION OR CONSOLIDATION OF PARCELS

No parcels in Amendment Area No. 3, including any parcels retained by a participant, shall be subdivided or consolidated without approval of the City.

G. (§260) DEVELOPMENT PROCEDURES

Applications for development and building permits and the review thereof shall follow City procedures.

1. (§261) REVIEW OF APPLICATIONS FOR BUILDING PERMITS

Applications for building permits and the review thereof shall follow City procedures. The Agency also may enact separate procedures, which shall be in addition to existing City procedures, for the review of building permits if the Agency deems such review necessary or beneficial to the implementation of this Plan.

2. (§262) MINOR VARIATIONS

The Agency is authorized to permit a minor variation from the limits, restrictions, and controls established by this Plan if the Agency determines that:

- 1) There are particular circumstances or conditions applicable to a property or to the intended development of a property which justify a minor variation;
- 2) Permitting a minor variation will not be materially detrimental to the public welfare or injurious to

property or improvements in Amendment Area No. 3;
and

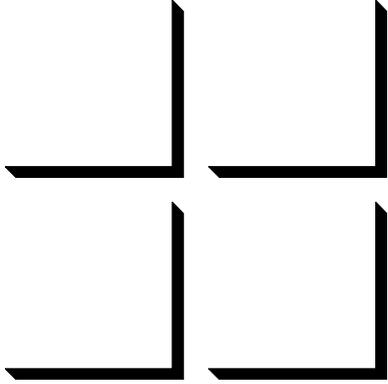
- 3) Permitting a minor variation will not be contrary to the objectives of this Plan or of the General Plan of the City.

No variation shall be granted that changes a basic land use or that permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of this Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under applicable City codes and ordinances.

3. (§263) EXISTING NONCONFORMING USES

The Agency, with the approval of the Planning Commission, is authorized to permit an existing use to remain in an existing building in good condition, which does not conform to the provisions of this Plan, provided that such use is generally compatible with nearby developments and uses in Amendment Area No. 3, and is otherwise permitted by applicable codes and ordinances. The owner of such property must be willing to enter into a participation agreement (see Section 313 of this Plan) and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of Amendment Area No. 3.

The Agency, with the approval of the Planning Commission pursuant to established development review procedures, may authorize additions, alterations, repairs, or other improvements in Amendment Area No. 3 for uses which do not conform to the provisions of this Plan when it is determined by the Agency and the Planning Commission that such improvements and uses would be compatible in the interim with surrounding uses and development.



III. REDEVELOPMENT IMPLEMENTATION

A. (§300) GENERAL

The Agency is authorized to undertake the following implementation actions:

- 1) (§301) Provide for participation by owners and tenants of properties located in Amendment Area No. 3 by extending opportunities to remain or relocate within Amendment Area No. 3;
- 2) (§302) Acquisition of Real Property, and management of property under the ownership and control of the Agency;
- 3) (§303) Relocation assistance to displaced Project occupants;
- 4) (§304) Demolition or removal of buildings and improvements;
- 5) (§305) Installation, construction, or reconstruction of streets, utilities, open spaces and other public improvements and facilities;
- 6) (§306) Rehabilitation, development, or construction of low- and moderate-income housing within the City;
- 7) (§307) Disposition of property for uses in accordance with this Plan;
- 8) (§308) Redevelopment of land by private enterprise and public agencies for uses in accordance with this Plan;
- 9) (§309) Rehabilitation of structures and improvements by present owners, their successors, or the Agency; and,
- 10) (§310) Any other redevelopment agency activity permitted by the CRL.

B. (§310) PARTICIPATION BY OWNERS AND TENANTS

1. (§311) PARTICIPATION OPPORTUNITIES FOR OWNERS

Persons who are owners of business and other types of Real Property in Amendment Area No. 3 shall be given an opportunity to participate in redevelopment. Such opportunity may consist of retaining all or a portion of their properties, acquiring adjacent or other properties in Amendment Area No. 3, or, where the Agency deems appropriate, by selling their properties to the Agency and purchasing other properties in Amendment Area No. 3 or in such other manner as the Agency shall deem to be appropriate. To the extent now or hereafter permitted by law, the Agency may establish a program under which it loans funds to owners or tenants for the purpose of rehabilitating residential, commercial or industrial buildings or structures within Amendment Area No. 3.

In the event anyone designated as a participant pursuant to this Plan fails or refuses to rehabilitate or develop his or her Real Property pursuant to this Plan and a participation agreement with the Agency, the Real Property, or any interest therein, may be acquired by the Agency subject to the limitations set forth in this Plan, and sold or leased for rehabilitation or development in accordance with this Plan.

Participation opportunities shall necessarily be subject to and limited by such factors as the land uses designated for Amendment Area No. 3, the provision of public facilities, realignment of streets, experience in the development or operation of such undertakings as may be deemed appropriate by the Agency to best implement this Plan, the ability of owners to finance acquisition and development of structures in accordance with this Plan, the ability of owners to manage or operate the proposed development or activity, or any change in the total number of individual parcels in Amendment Area No. 3.

In order to provide an opportunity to owners and tenants to participate in the growth and development of Amendment Area No. 3, the Agency has promulgated rules for owner and tenant participation. If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and tenants. Some of the factors considered in establishing the priorities and preferences include present occupancy, the participant's

length of occupancy in the area, accommodation of as many participants as possible, similar land use to similar land use, conformity of each participant's proposal(s) with the intent and objectives of this Plan, experience with the development and operation of particular uses, and ability to finance the implementation, development experience, and total effectiveness of each participant's proposal in providing a service to the community.

Subject to the Agency's rules for owner participation, opportunities to participate shall be provided to owners and tenants in Amendment Area No. 3.

In addition to opportunities for participation by individual persons and firms, participation, to the extent it is feasible, shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

2. (§312) RE-ENTRY PREFERENCES; PREFERENCES FOR TENANTS

The Agency shall extend reasonable preferences to persons who are engaged in business in Amendment Area No. 3 to re-enter in business within Amendment Area No. 3, if they otherwise meet the requirements prescribed in this Plan. Business, institutional and semi-public tenants may, if they so desire, purchase and develop Real Property in Amendment Area No. 3 if they otherwise meet the requirements prescribed in this Plan.

3. (§313) PARTICIPATION AGREEMENTS

At the Agency's option, each participant may be required to enter into a binding agreement with the Agency by which the participant agrees to develop, rehabilitate, or use the property in conformance with this Plan and be subject to the provisions in the participation agreement. In such agreements, participants who retain Real Property shall be required to join in the recordation of such documents as are necessary to make the provisions of the agreement applicable to their properties.

Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in Amendment Area No. 3.

4. (§314) CONFORMING OWNERS

The Agency may, in its sole and absolute discretion, determine that certain Real Property within Amendment Area No. 3 presently meets the requirements of this Plan. This will continue to be the case as long as such owner continues to operate, use, and maintain the Real Property within the requirements of this Plan. However, a conforming owner may be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to construct any additional improvements or substantially alter or modify existing structures on any of the Real Property described above as conforming, or desires to acquire additional property within Amendment Area No. 3.

C. (§320) PROPERTY ACQUISITION AND MANAGEMENT

1. (§321) ACQUISITION OF REAL PROPERTY

The Agency may acquire, but is not required to acquire, any Real Property located in Amendment Area No. 3 by gift, devise, exchange, purchase, or any other lawful method, including eminent domain. Eminent domain proceedings, if used, must be commenced within twelve (12) years from the effective date of the ordinance adopting this Plan. Such time limit only may be extended by further amendment to this Plan.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is also authorized to acquire any other interest in Real Property less than a fee.

Properties may be acquired and cleared by the Agency if a determination is made that one or more of the following conditions exist:

- 1) The buildings and/or structures must be removed in order to assemble land into parcels of reasonable size and shape to eliminate an impediment to optimal land development;
- 2) The buildings and/or structures are substandard as demonstrated by an inspection of the property by the Building Division of the Planning Department of the City of Riverside;

- 3) The buildings and/or structures must be removed in order to eliminate an environmental deficiency, including, but not limited to, incompatible land uses and small and irregular lot subdivisions;
- 4) The buildings and/or structures must be removed to provide land for needed public facilities, including among others, rights-of-way, public parking facilities, open space, or public utilities;
- 5) The acquisition of the property is allowed by the CRL and will promote the implementation of the Plan.

Other provisions of this section notwithstanding, the Agency shall not acquire from any of its members or officers any property or interest in property except through eminent domain proceedings.

2. (§322) ACQUISITION OF PERSONAL PROPERTY

Generally, personal property shall not be acquired. However, where necessary for the execution of this Plan, the Agency is authorized to acquire personal property in Amendment Area No. 3 by any lawful means.

3. (§323) PROPERTY MANAGEMENT

During such time as property, if any, in Amendment Area No. 3 is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be maintained, managed, operated, repaired, cleaned, rented, or leased to an individual, family, business, or other appropriate entity by the Agency pending its disposition for redevelopment.

The Agency shall maintain all Agency-owned property that is not to be demolished in a reasonably safe and sanitary condition. Furthermore, the Agency may insure against risks or hazards any of the real or personal property which it owns.

The Agency is authorized to own and operate rental property acquired and rehabilitated in prospects of resale to the extent permitted by law.

D. (§330) RELOCATION OF PERSONS, FAMILIES AND BUSINESSES

The following provisions relative to the relocation of persons, families and businesses are required by the CRL.

1. (§331) RELOCATION ASSISTANCE

Relocation advisory assistance will be furnished by the Agency to any person or business concern that is displaced by the Agency in connection with the implementation of the Plan. No person of low- or moderate-income will be required by the Agency to move from his or her dwelling until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Replacement housing shall be available in areas not generally less desirable with regard to public utilities, public and commercial facilities, and reasonably accessible to the place of employment.

2. (§332) RELOCATION METHOD

The Agency shall prepare a feasible method for relocation of all of the following:

- 1) Families and persons to be temporarily or permanently displaced from housing facilities in Amendment Area No. 3.
- 2) Nonprofit local community institutions to be temporarily or permanently displaced from facilities actually used for institutional purposes in Amendment Area No. 3.
- 3) The City Council shall insure that such method of the Agency for the relocation of families or single persons to be displaced by a project shall provide that no persons or families of low-and moderate-income shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents comparable to those at the time of their displacement. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary, and otherwise standard dwellings. The Agency shall not displace such person or family until such housing units are available and ready for occupancy.

3. (§333) RELOCATION PAYMENTS

The Agency shall make relocation payments to qualified persons or businesses displaced by the Project pursuant to applicable laws. Such relocation payments shall be made pursuant to Agency rules and regulations adopted pursuant to California Government Code, pursuant to guidelines promulgated by the State Department of Housing and Community Development, and any Agency rules and regulations adopted pursuant thereto. In addition, the Agency may make any additional relocation payments, which, in the Agency's opinion, may be reasonably necessary to carry out the purposes of this Plan. These additional payments shall be subject to the availability of funds for such purpose.

4. (§334) TEMPORARY RELOCATION HOUSING

The Agency is authorized to provide temporary relocation housing on sites within Amendment Area No. 3, subject to approval by the City of Riverside. Such action by the Agency would be to provide additional safe, standard, and decent relocation housing resources for families and businesses within Amendment Area No. 3 prior to permanent disposition and development of such cleared sites. If feasible and desirable, the Agency may also utilize sites outside Amendment Area No. 3 for providing relocation housing resources. The Agency is also authorized to provide temporary relocation housing in houses acquired by the Agency that are being held for sale and/or rehabilitation.

E. (§340) DEMOLITION, CLEARANCE, SITE PREPARATION, PROJECT IMPROVEMENTS AND PUBLIC IMPROVEMENTS

The following provisions relative to demolition, clearance and site preparation are required by the CRL.

1. (§341) DEMOLITION AND CLEARANCE

Subject to and in conformance with law, the Agency is authorized to demolish and clear or move, or cause to be demolished and cleared or moved, buildings, structures, and other improvements from any Real Property in Amendment Area No. 3 as necessary to carry out the purposes of this Plan.

2. (§342) BUILDING SITE PREPARATION

Subject to and in conformance with law, the Agency is authorized to prepare, or cause to be prepared as building sites, any Real Property in Amendment Area No. 3.

3. (§343) PROJECT IMPROVEMENTS

Pursuant to the CRL, the Agency is authorized to install and construct, or to cause to be installed and constructed, Project improvements and public utilities necessary to carry out this Plan. Such improvements include, but are not limited to, streets, curbs, gutters, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, or overpasses, underpasses, bridges, and landscaped areas.

4. (§344) PUBLIC IMPROVEMENTS

The Agency may, with the consent and cooperation of the City Council and adoption of certain findings specified in CRL Section 33445, pay all or part of the value of the land for, and the cost of the installation and construction of, any buildings, facilities, structures or other improvements which are publicly owned, including school facilities, either outside or inside Amendment Area No. 3.

Without limiting its general authority, the Agency is specifically authorized to provide or participate in providing the improvements described in Section 343, as well as the public improvements or facilities listed below:

- Repave and/or reconstruct streets
- Construct curbs, gutters, and sidewalks
- Improve drainage
- Underground utility lines
- Plant street trees
- Construct and/or upgrade sewer lines
- Construct and/or upgrade water lines
- Improve/install traffic signs and signals, including signal synchronization
- Improve streetlighting
- Increase accessibility for emergency vehicles
- Improve electrical system

- Construct Library
- Construct Police facility
- Construct Fire facility

ADDITIONAL FACILITIES OR IMPROVEMENTS

Changes in circumstances or designs may alter the location of the facilities described above, or may require other related facilities. The financing of such related facilities shall be deemed authorized by the Agency.

The Agency will be authorized to finance the construction of additional improvements in Amendment Area No. 3 based on the requirements of any future project environmental impact report, the Congestion Management Program (CMP), or the Air Quality Management Plan (AQMP), or any other regional or local regulatory program. These items may include, but are not limited to, such travel demand management strategies as: signalized intersections and signal coordination; park and ride facilities; and, extension and expansion of transit services.

5. (§345) TEMPORARY PUBLIC IMPROVEMENTS

The Agency is authorized to install and construct, or cause to be installed and constructed, temporary public improvements and temporary public utilities necessary to carry out this Plan. Such temporary public improvements shall include, but not be limited to, streets, public facilities and utilities. Temporary utilities may be installed above ground.

F. (§350) REHABILITATION AND CONSERVATION OF STRUCTURES

1. (§351) REHABILITATION OF STRUCTURES

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in Amendment Area No. 3 owned by the Agency. The Agency is also authorized and directed to advise, encourage, and financially assist in the rehabilitation and conservation of property in Amendment Area No. 3 not owned by the Agency.

The Agency and the City may conduct a rehabilitation program to encourage owners of property within

Amendment Area No. 3 to upgrade and maintain their property consistent with City codes, ordinances and standards. The Agency and the City may develop a program for making low interest loans or other incentives for the rehabilitation of properties in Amendment Area No. 3. Properties may be rehabilitated, provided that rehabilitation and conservation activities on a structure are carried out in an expeditious manner and in conformance with this Plan. The Agency may also develop and implement programs for the installation of noise attenuation insulation on low and moderate income dwellings that are adversely impacted by noise.

2. (§352) MOVING OF STRUCTURES

As is necessary in carrying out this Plan and where it is economically feasible to so do, the Agency is authorized to move, or cause to be moved, any standard structure or building, which can be rehabilitated, to a location within or outside Amendment Area No. 3.

3. (§353) BUILDINGS OF HISTORICAL SIGNIFICANCE

To the maximum feasible extent, special consideration shall be given to the protection, rehabilitation, or restoration of any structure determined to be historically significant, taking into consideration State and local guidelines. The Agency shall make every feasible effort to conserve any structure determined to be historically significant.

G. (§360) REAL PROPERTY DISPOSITION AND DEVELOPMENT

1. (§361) GENERAL REQUIREMENTS

For the purpose of this Plan, and to the extent permitted by and in the manner required by law, 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.

In the manner required and to the extent permitted by law, before any interest in Real Property of the Agency acquired in whole or in part, directly or indirectly, with tax increment monies is sold or leased, for development pursuant to this Plan, such sale, lease, or disposition shall first be approved by the City Council after public hearing.

Purchasers or lessees of Agency-owned property in Amendment Area No. 3 shall be obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the extent permitted and in the manner required by law, the Agency is authorized to dispose of Real Property by leases or sales by negotiation without public bidding. Real Property may be conveyed by the Agency to the City or any other public body without charge.

2. (§362) DISPOSITION AND DEVELOPMENT DOCUMENTS

- 1) To provide adequate safeguards ensuring 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 lease, deeds, contracts, agreements, declarations, or other lawful means. Where determined appropriate by the Agency, such documents or portions thereof shall be recorded in the Office of the Recorder of the County.
- 2) The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.
- 3) In accordance with CRL Sections 33337 and 33436, all deeds, leases or contracts for the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of Real Property in Amendment Area No. 3 which the Agency proposes to enter into shall contain the following provisions and nondiscrimination clauses in substantially the following form:
 - (a) 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 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 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.”

(b) 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, 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 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, sublessees, subtenants, or vendees in the premises herein leased.”

(c) In 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 survey area or redevelopment project the foregoing provisions in substantially the forms set forth shall be included and the contracts shall further provide that the foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

3. (§363) DESIGN FOR DEVELOPMENT

In the case of property which is the subject of a disposition and development or participation agreement with the Agency, it shall be constructed in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency and by the City

pursuant the General Plan, the Zoning Ordinance, and other applicable Riverside Municipal Code requirements. One of the objectives of this Plan is to create an attractive and pleasant environment in Amendment Area No. 3. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of Amendment Area No. 3. The Agency will not approve any plans that do not comply with this Plan.

4. (§364) INDUSTRIAL AND MANUFACTURING PROPERTY

To the extent now or hereafter permitted by law, the Agency may, as part of an agreement that provides for the development or rehabilitation of property within Amendment Area No. 3 that will be used for industrial or manufacturing purposes, assist with the financing of facilities or capital equipment including, but not necessarily limited to, pollution control devices. Prior to entering into an agreement for a development that will be assisted pursuant to this Section, the Agency shall find, after a public hearing, that the assistance is necessary for the economic feasibility of the development and that the assistance cannot be obtained on economically feasible terms in the private market.

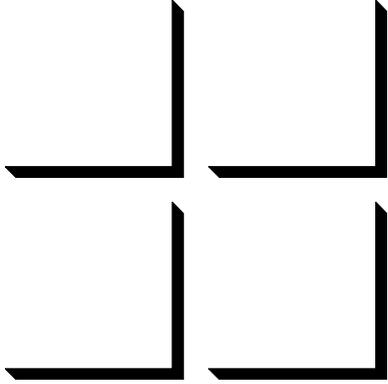
5. (§365) PERSONAL PROPERTY DISPOSITION

For purposes of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property that has been acquired by the Agency.



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IV. LOW- AND MODERATE-INCOME HOUSING

A. (§400) 20% TAX INCREMENT FUNDS REQUIREMENT

Not less than twenty percent (20%) of all taxes allocated to the Agency pursuant to CRL Section 33670 shall be used by the Agency for the purposes of increasing, improving, and preserving the City's supply of housing for persons and families of low- or moderate-income.

B. (§410) LOW- AND MODERATE-INCOME HOUSING AND REPLACEMENT

The Agency shall provide for affordable housing in compliance with all applicable provisions of the CRL, including but not limited to CRL Sections 33334.2 et seq., 33413 and 33413.5.

In carrying out the activities set forth in this Plan, it may become necessary for the Agency to enter into various agreements, such as an agreement for acquisition of Real Property, an agreement for the disposition and development of property, or an owner participation agreement, which would lead to the destruction or removal of dwelling units from the low- and moderate-income housing market. Not less than thirty (30) days prior to the execution of such an agreement, the Agency shall adopt, by a resolution and to the extent provided by the CRL, a Replacement Housing Plan, which shall include the general location of the replacement housing, an adequate means of financing the replacement housing, a finding that the replacement housing does not require the approval of the voters pursuant to Article XXXIV of the California Constitution or that such approval has been

obtained, the number of dwelling units housing persons or families of low- or moderate-income planned for construction or rehabilitation, and a timetable for meeting the Plan's relocation or rehabilitation housing objectives, or as the CRL may otherwise provide. A dwelling unit whose replacement is required by CRL Section 33413, but for which no Replacement Housing Plan has been prepared, shall not be removed from the low- and moderate-income housing market.

For a reasonable period of time prior to adopting a Replacement Housing Plan, the Agency shall make available a draft of the proposed plan for review and comments by other public agencies and the general public.

To the extent required by CRL Sections 33413 and 33413.5, whenever dwelling units housing persons and families of low- or moderate-income are destroyed or removed from the low- and moderate-income housing market as part of a redevelopment project which is subject to a written agreement with the Agency or where financial assistance has been provided by the Agency, the Agency shall, within four years of such destruction or removal, rehabilitate, develop, price restrict, or construct, or cause to be rehabilitated, developed, price restricted, or constructed for rental or sale to persons and families of low- or moderate-income, an equal number of replacement dwelling units which have an equal or greater number of bedrooms as those destroyed or removed units at affordable housing costs as defined by Section 50052.5 of the Health and Safety Code, within the territorial jurisdiction of the Agency. All of the replacement dwelling units shall be available at affordable housing costs to persons in the same or a lower income category (low, very low, or moderate) as the persons displaced from those destroyed or removed units.

C. (§420) PROVISION OF LOW- AND MODERATE-INCOME HOUSING

The Agency may, to the extent permitted by law and land use designations, inside or outside Amendment Area No. 3, acquire land, sell or lease land, donate land, improve sites, price restrict units, construct or rehabilitate structures, or use any other method authorized by the CRL in order to provide housing for persons and families of low or moderate income. The Agency may also provide subsidies to, or for the benefit of, such persons and families or households to assist them in obtaining housing within the City.

D. (§430) NEW OR REHABILITATED DWELLING UNITS DEVELOPED WITHIN AMENDMENT AREA NO. 3

Pursuant to CRL Section 33334.2(g), the Agency has found that the provision of low- and moderate-income housing both inside and outside Amendment Area No. 3, particularly by the rehabilitation of existing housing stock is of benefit to Amendment Area No. 3. In encouraging the development of such dwelling units, the Agency shall comply with CRL Sections 33334.2(g) and 33413(b).

To the extent required by CRL Section 33413, at least thirty percent (30%) of all new and substantially rehabilitated dwelling units developed within Amendment Area No. 3 by the Agency shall be for persons and families of low- and moderate-income; and of such thirty percent (30%), not less than fifty percent (50%) thereof shall be for very low-income households.

At least fifteen percent (15%) of all new and substantially rehabilitated units developed within Amendment Area No. 3 by public or private entities or persons other than the Agency shall be for persons and families of low- and moderate-income; and of such fifteen percent (15%), not less than forty percent (40%) thereof shall be for very low-income households. To satisfy this provision, in whole or in part, the Agency may cause by regulation or agreement, to be available, at affordable housing costs, to persons and families of low or moderate-income or to very low-income households, as applicable, two units outside Amendment Area No. 3 for each unit that otherwise would have had to be available inside Amendment Area No. 3. Also, in order to satisfy this provision, the Agency may aggregate new or substantially rehabilitated dwelling units in one or more redevelopment project areas, or may purchase long-term affordability covenants in existing housing whether or not in Amendment Area No. 3.

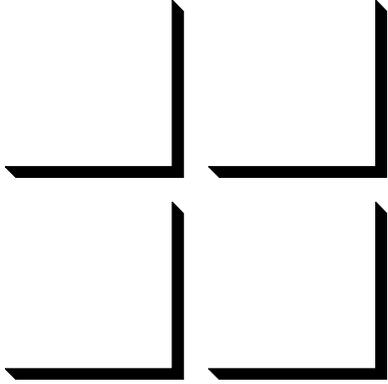
The percentage requirements set forth in this Section shall apply in the aggregate to housing in Amendment Area No. 3 and not to each individual case of rehabilitation, development, price restriction, or construction of dwelling units. The Agency may purchase long-term affordability covenants for units to the greatest extent allowed by law.

The Agency shall require, by contract or other appropriate means, that whenever any low- and moderate-income housing units are developed within Amendment Area No. 3, such units shall be made available on a priority basis for rent or purchase,

whichever the case may be, first to persons and families of low- and moderate-income displaced by the Project, and, second, to persons and families of low- and moderate-income who have been resident in Amendment Area No. 3 for at least 30 days prior to such units being made available; provided, however, that failure to give such priority shall not affect the validity of title to the Real Property upon which such housing units have been developed.

E. (§440) LAST RESORT HOUSING

If sufficient suitable housing units are not available in the City for use by persons and families of low- and moderate-income displaced by the Project, the Agency may, to the extent of that deficiency, direct or cause the development or rehabilitation of low- and moderate-income housing units within the City, both inside and outside of Amendment Area No. 3.



V. PROJECT FINANCING

A. (§500) GENERAL DESCRIPTION OF THE PROPOSED FINANCING METHOD

Upon adoption of this Plan by the City Council, the Agency, if it deems appropriate, is authorized to finance the Project with assistance from the City of Riverside, the County of Riverside, the State of California, United States Government, any other public agency, property tax increments, interest revenue, income revenue, Agency-issued notes and bonds, or from any other available sources of financing that are legally available.

The City may, in accordance with the law, supply advances and expend money as necessary to assist the Agency in carrying out this Project. Such assistance shall be on terms established from time to time by agreement between the City and Agency.

B. (§510) TAX INCREMENTS

Pursuant to CRL Section 33670, for a period not to exceed forty-five (45) years from the date of adoption of this Plan, or such longer time as provided by the CRL, all taxes levied upon taxable property within Amendment Area No. 3 each year by or for the benefit of the State of California, County of Riverside, City of Riverside, any district, or other public corporation (hereinafter sometimes called “taxing agencies”) after the effective date of the ordinance approving this Plan, or any amendment thereto, 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 Amendment Area No. 3 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 for 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 Amendment Area No. 3 on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the County of Riverside last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in Amendment Area No. 3 on said effective date); and,

- 2) Except as provided in paragraphs (3) and (4) below, 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 bonds, loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed value of the taxable property in Amendment Area No. 3 exceeds the total assessed value of the taxable property in Amendment Area No. 3, as shown by the last equalized assessment roll referred to in paragraph (1) above, all of the taxes levied and collected upon the taxable property in Amendment Area No. 3 shall be paid into the funds of the respective taxing agencies. When said bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in Amendment Area No. 3 shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid; and,
- 3) That portion of the taxes identified in paragraph (2) above, which are attributable to a tax rate levied by any of said taxing agencies for the purpose of providing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of Real Property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency. This paragraph (3) shall only apply to taxes levied to repay bonded indebtedness approved by the voters of said taxing agency or agencies on or after January 1, 1989.
- 4) That portion of tax revenues allocated to the Agency pursuant to paragraph (2) above which is attributable to

increases in the rate of tax imposed for the benefit of any affected taxing agency whose levy occurs after the tax year in which the ordinance adopting this Plan becomes effective, shall be allocated to such affected taxing agency to the extent the affected taxing agency has elected in the manner required by law to receive such allocation.

Any advanced moneys are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project. Taxes shall be allocated and paid to the Agency consistent with the provisions of this Plan only to pay the principal of and interest on loans, moneys 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.

The Agency shall make payments to affected taxing agencies as required by CRL Section 33607.5 and may make other payments to affected taxing agencies as authorized by the CRL.

C. (\$520) OTHER TAX INCREMENT PROVISIONS

Any advanced moneys are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part.

The Agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the Project. Taxes shall be allocated and paid to the Agency consistent with the provisions of this Plan only to pay the principal of and interest on loans, moneys 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.

Taxes levied in Amendment Area No. 3 and allocated to the Agency as provided in CRL Section 33670 may, to the greatest extent legally allowable, be used anywhere within the

territorial jurisdiction of the Agency to finance the construction or acquisition of public improvements which will enhance the environment of a residential neighborhood containing housing for persons and families of low- or moderate-income, and public improvements which will be of benefit to Amendment Area No. 3.

D. (§530) ISSUANCE OF BONDS AND NOTES

The Agency may issue bonds or notes when a determination has been made that such financing is required and feasible. Such bonds or notes shall be issued only after the Agency has determined that funds are, or will be, available to repay or refinance principal and interest when due and payable.

E. (§540) LOANS AND GRANTS

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

F. (§550) FINANCING LIMITATIONS

Consistent with CRL Sections 33333.2 and 33334.1, the following financing limitations are imposed on this Plan:

From time to time as may be appropriate, the Agency may issue bonds and/or notes for any of its corporate purposes. The Agency may issue such types of bonds on which the principal and interest are payable in whole or in part from tax increments that are generated from within Amendment Area No. 3 and are collected pursuant to CRL Section 33670. The total outstanding principal of any bonds so issued and repayable from said tax increment from Amendment Area No. 3 shall not exceed Fifty Million Dollars (\$50,000,000) at any one time, except by further amendment of this Plan.

No loans, advances, or indebtedness to finance, in whole or in part, this Project and to be repaid from the allocation of taxes described in the aforementioned Section 33670 shall be established or incurred by the Agency beyond twenty (20) years from the adoption date of the ordinance approving this Plan. This time limit shall not prevent the Agency from incurring debt to be paid from the low- and moderate-income housing

fund (see Section 550) or establishing more debt in order to fulfill the Agency's obligations pursuant to CRL Section 33413.

The time limit to incur debt may be extended for a period not to exceed ten (10) years more than the time limit to incur debt established above for Amendment Area No. 3 by amendment to this Plan, upon a finding by the Agency that significant blight remains in Amendment Area No. 3 and that the remaining blight cannot be eliminated without establishment of additional debt.

G. (\$560) LOW- AND MODERATE-INCOME HOUSING FUND

Taxes which are allocated by the Agency to low- and moderate-income housing pursuant to Part IV of this Plan shall be held in a separate low-and moderate-income housing fund.

H. (\$570) PAYMENTS TO TAXING AGENCIES

The Agency shall make payments to affected taxing agencies with territory located within Amendment Area No. 3 as required by CRL Section 33607.5 and may make other payments to affected taxing agencies as authorized by the CRL.

I. (\$580) SPECIAL PROVISIONS RELATED TO SHARING OF TAX INCREMENT BETWEEN THE AUTO CENTER AREA AND THE PRIMARY AREA

Tax increment received pursuant to Section 510 from the Auto Center Area and from the Primary Area shall be deposited in separate accounts (as appropriate, the "Primary Area Account" and the "Auto Center Area Account") and shall be accounted for separately.

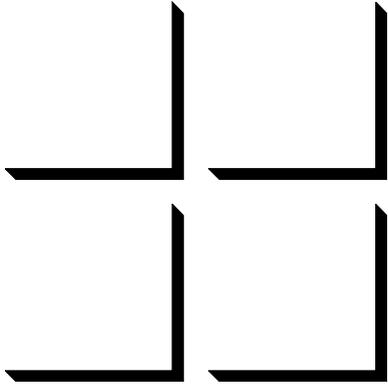
Prior to fifteen years from the date of adoption of this Plan, the Auto Center Area and the Primary Area shall individually fund their own projects using only funds deposited in each Area's own account. Prior to fifteen years from the date of adoption of this Plan, the Auto Center Area may not access funds deposited in the Primary Area Account, and, except as otherwise provided in Section 590, the Primary Area may not access funds deposited in the Auto Center Area Account.

After fifteen years from the date of adoption of this Plan, the Auto Center Area may borrow funds from the Primary Area

Account, and the Primary Area may borrow funds from the Auto Center Area Account. The Primary Area may enter into an agreement to loan funds to the Auto Center Area only to the extent that there are unencumbered and unexpended funds in the Primary Area Account. The Auto Center Area may enter into an agreement to loan funds to the Primary Area only to the extent that there are unencumbered and unexpended funds in the Auto Center Area Account. Prior to the borrowing of funds, the Agency shall approve a written loan agreement, which agreement shall include terms of repayment at an interest rate not to exceed the interest rate at which the Agency deposits its funds.

J. (\$590) SPECIAL PROVISIONS RELATED TO SHARING OF TAX INCREMENT THROUGH YEAR FOURTEEN

- 1) Notwithstanding the provisions of Section 580, during the first five years from the adoption of this Plan, the Auto Center Area shall not utilize within the Auto Center Area tax increment funds received pursuant to Section 510, which funds shall be loaned to the Primary Area for use only in the Primary Area. Loan terms shall be approved by the Agency, and shall constitute an indebtedness of the Agency.
- 2) Starting in the sixth year, and continuing through the fourteenth year, the Auto Center Area may utilize only those tax increment funds generated in the Auto Center Area, and only to the extent those funds are greater than the amount of funds received in the fifth year, and are not otherwise pledged to the repayment of debt.



VI. ADMINISTRATION

A. (§600) ADMINISTRATION AND ENFORCEMENT OF THIS PLAN

The administration, implementation, and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City in accordance with all applicable provisions of the CRL as well as with any applicable state or local law, ordinance, policy or plan.

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 available legal or equitable remedies.

All provisions of the CRL as may be required to be included in a redevelopment plan are hereby incorporated as if fully set forth herein.

B. (§610) DURATION OF THIS PLAN'S DEVELOPMENT CONTROLS

Pursuant to CRL Section 33333.2, the effectiveness of this Plan shall terminate at a date which shall not exceed thirty (30) years from the date of adoption of this Plan. After the time limit on the effectiveness of this Plan, the Agency shall have no authority to act pursuant to this Plan, except to pay previously incurred indebtedness, to enforce existing covenants or contracts, including nondiscrimination and nonsegregation provisions, which shall run in perpetuity,

and to complete its housing obligation in accordance with CRL Section 33413.

C. (§620) PROCEDURE FOR PROJECT AMENDMENT

This Plan may be amended by means of the procedure established in CRL Sections 33450 through 33458, or by any other procedure established by law. Necessarily some of the statements in this Plan are general and tentative in nature; formal amendment of this Plan is not required for subsequent implementation and administrative interpretation consistent with this Plan.

D. (§630) AGENCY/CITY COOPERATION

Subject to any limitation in law, the City will aid and cooperate with the Agency in carrying out this Plan and may take any further action necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread of blight, or those conditions which caused the blight in Amendment Area No. 3. Actions by the City may include, but are not necessarily limited to, the following:

- 1) Review of building or rehabilitation proposals for consistency with all requirements and standards promulgated by the City including, but not limited to conformance to the Municipal Code, development code and applicable ordinances, and, for projects that are found to conform to standards and requirements, issue building permits for said projects.
- 2) Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way, and for other necessary modifications of the streets, the street layout, and other public rights-of-way in Amendment Area No. 3. Such action by the City may include the abandonment and relocation of public utilities in the public rights-of-way as necessary to carry out this Plan.
- 3) Institution and completion of proceedings necessary for changes and improvements in publicly owned public utilities within or affecting Amendment Area No. 3.
- 4) Imposition wherever necessary of appropriate design controls within the limits of this Plan upon parcels in

Amendment Area No. 3 to ensure their proper development and use.

- 5) Provision for administration/enforcement of this Plan by the City after development.
- 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 that will permit the redevelopment of Amendment Area No. 3 to be commenced and carried to completion without unnecessary delays.
- 7) The initiation and completion of any other proceedings necessary to carry out the Project.

The Agency is authorized, but not obligated, to provide and expend funds to ensure the completion of the Project as a whole in accordance with this Plan. The obligation of the Agency to perform the actions indicated in this Section shall be contingent upon the continued availability of funding for this Project, primarily from tax increment revenues as defined in Section 510 hereof. However, the Agency may utilize any legally available sources of revenue for funding projects in accordance with this Plan.

E. (§640) COOPERATION WITH OTHER PUBLIC JURISDICTIONS

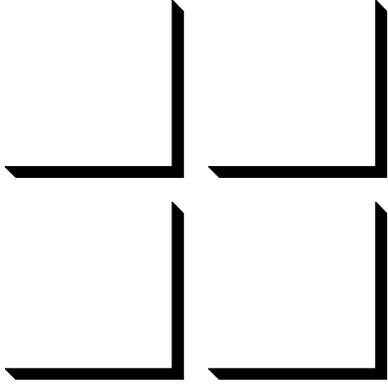
Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, construction, or operation of the Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such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

The Agency, by law, may acquire property already devoted to a public use, but is not authorized to acquire Real Property owned by public bodies without the consent of such public bodies. However, the Agency will seek the cooperation of all public bodies that own or intend to acquire property in Amendment Area No. 3. Any public body that owns or leases property in Amendment Area No. 3 will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency on terms determined pursuant to this Plan and the Agency's rules for owner participation.



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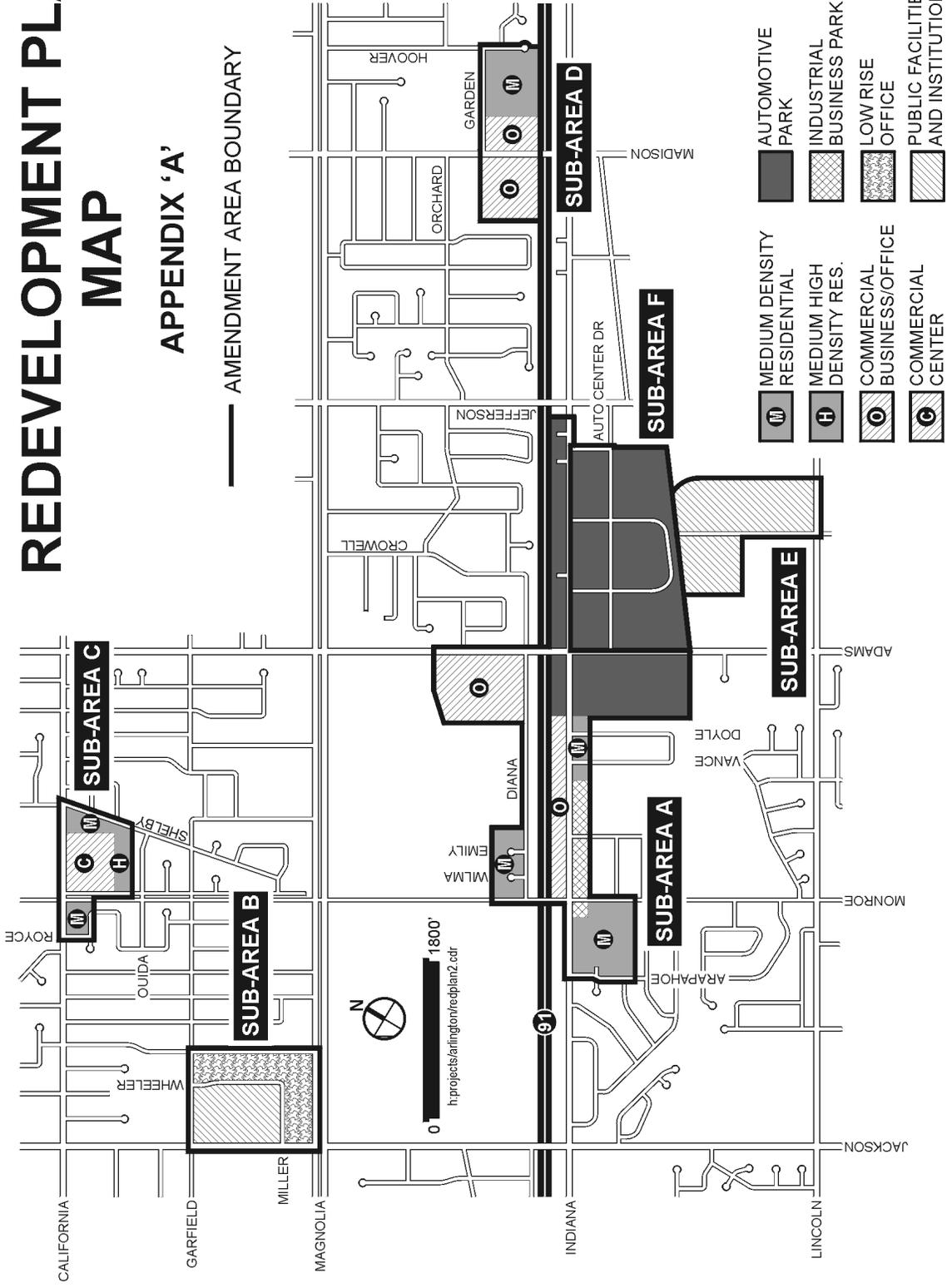
APPENDIX A

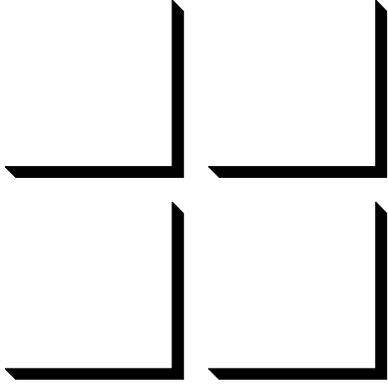
❖ Redevelopment Plan Map

REDEVELOPMENT PLAN MAP

APPENDIX 'A'

— AMENDMENT AREA BOUNDARY





APPENDIX B

❖ Amendment Area Legal Description

LEGAL DESCRIPTION

ARLINGTON REDEVELOPMENT PROJECT, AMENDMENT NO. 3

Redevelopment Agency of the City of Riverside

This Legal Description is to be used in conjunction with the Boundary Map of the Redevelopment Agency of the City of Riverside **Arlington Redevelopment Project, Amendment No. 3**. The course numbers of this Legal Description correspond with the course numbers shown on the Boundary Map. All of that certain real property in the City of Riverside, County of Riverside, State of California described as follows:

SUB-AREA 'A'

P.O.B.

Beginning at the intersection of the centerline of Arapahoe Street, 66 feet wide, with the centerline of Indiana Avenue, 80 feet wide; thence

1. North 56° 22' 55" East a distance of 800 feet more or less along said centerline to its intersection with the centerline of Monroe Street; thence
2. North 33° 37' 45" West a distance of 700.98 feet more or less along said centerline to its intersection with the northwest line of said Diana Park as shown on map recorded in book 39 pages 88 and 89 of Maps Records of said County; thence
3. North 56° 22' East a distance of 701.27 feet more or less along said northwest line to its intersection with the northeast line of said Diana Park; thence
4. South 33° 37' East a distance of 298.28 feet more or less along said northeast line to its intersection with the centerline of Diana Avenue; thence
5. Northeasterly a distance of 2120 feet more or less along said centerline to its intersection with the southeasterly prolongation of the southwest line of Parcel Map recorded in Book 37 pages 46 and 47 of Parcel Maps, Records of said County, Records of said County; thence
6. North 33° 59' 30" West a distance of 784.63 feet more or less along said prolongation and the northeast line of said Parcel Map to its intersection with the northwest line of said Parcel; thence
7. North 24° 12' East a distance of 131.14 feet more or less along the Northwest line said Parcel Map; thence

8. North 36° 35' 10" East a distance of 438.68 feet more or less along the Northwest line of said Parcel Map; thence
9. North 51° 40' East a distance of 176 .64 feet more or less along the northwest line of said Parcel Map and its northeasterly prolongation to its intersection with the centerline of Adams Street; thence
10. South 34° 00' 30" East a distance of 1,325 feet more or less along centerline to its intersection with the southeast Right-of-Way line of State Highway 91; thence
11. Northeasterly a distance of 2,570 feet more or less along said southeast Right-of-Way line to its intersection with the northeast line of Lot No. 42 of James Tract No. 2 as shown on a map recorded in Map Book 25, Page 6 of Records, records of said County; thence
12. South 34° 00' 50" East a distance of 179.5 feet more or less along said northeast line and the northeast line of Lots No. 11 and 12 of James Tract as shown on a map recorded in Map Book 24, Page 35, of Records, records of said County, to its intersection with the centerline of Indiana Avenue, 80 feet wide; thence
13. South 56° West a distance of 3260 feet more or less along said centerline to its intersection with the northeast line of Harmony Dale Tract as shown on a map recorded in Map Book 27, Pages 59 and 60; thence
14. South 33° 59' 30" East a distance of 235 feet more or less along said northeast line to its intersection with a line 240 feet more or less southeasterly and parallel with the centerline of Indiana Avenue; thence
15. South 56° 00' 30" West a distance of 661.30 feet more or less along parallel line to its intersection with the southwest line of said Harmony Dale Tract; thence
16. South 34° 00' East a distance of 18 feet more or less along said southwest line to its intersection with a line 253 feet southeasterly and parallel with the centerline of Indiana Avenue; thence
17. South 56° 00' West a distance of 752.25 feet more or less along said parallel line to its intersection with a line 110 feet southwesterly and parallel with the centerline of Bernard Street, 60 feet wide; thence
18. South 34° 00' East a distance of 25 feet more or less along said parallel line to its intersection with the northwest line of Lot No. 24 of Monroe Heights as shown on a map recorded in Map Book 15, Page 36 of Records, records of said County; thence
19. South 56° 00' West a distance of 80 feet more or less along said north west line to its intersection with the southwest line of said lot No. 24; thence
20. South 34° East a distance of 75 feet more or less along said southwest line to its intersection with a line 340 feet southeasterly and parallel with the centerline of Indian Avenue; thence

21. South 56° 00' West a distance of 260 feet more or less along said parallel line to its intersection with the northeast line of Lot No. 28 of said Monroe Heights; thence
22. North 34° 00' West a distance of 150 feet more or less along said northeast line and its northwesterly prolongation to its intersection with a line 190 feet southeasterly and parallel with the centerline of Indiana Avenue, 80 feet wide; thence
23. South 56° 00' West a distance of 270 feet more or less along said parallel line to its intersection with the centerline of Monroe Street, 80 feet wide; thence
24. South 34° 00' East a distance of 510 feet more or less along said centerline to its intersection with the northeasterly prolongation of the northwest line of Tract No. 10371 as shown on map recorded in Book 153, pages 99 and 100 of Maps, Records of said County; thence
25. South 56° 00' West a distance of 700 feet more or less along said northwest line to its intersection with the northeast line of Tract No. 10371 as shown on map recorded in Book 153, pages 99 and 100 of Maps, Records of said County; thence
26. South 34° East a distance of 153 feet more or less along said southwest line to its intersection with the centerline of Marlene Street, 66 feet wide; thence
27. South 55° 58' West a distance of 133 feet more or less along said centerline to its intersection with the centerline of Arapahoe Street, 66 feet wide; thence
28. North 34° West a distance of 850 feet more or less along said centerline to the Point of Beginning.

SUB-AREA 'B'

P.O.B.

Beginning at the centerline intersection of Garfield Street, 66 feet wide, with the centerline of Sherman Drive, 66 feet wide; thence

1. South 34° 00' East a distance of 1,393 feet more or less along said centerline to its intersection with the centerline of Magnolia Avenue, 132 feet wide; thence
2. South 56° 00' West a distance of 1,036 feet more or less along said centerline to its intersection with the centerline of Jackson Street, 88 feet wide; thence
3. North 34° 00' West a distance of 1,393 feet more or less along said centerline to its intersection with the centerline of Garfield Street; thence
4. North 56° 00' East a distance of 1,036 feet more or less along said centerline to the Point of Beginning.

SUB-AREA 'C'

P.O.B.

Beginning at the intersection of the centerline of California Avenue, 88 feet wide, with the centerline of Shelby Drive, 66 feet wide; thence

1. Southeasterly and southerly a distance of 730 feet more or less along said centerline to its intersection with of the northwest line of Monroe Park as shown on map recorded in Book 31, page 70 of Maps, Records of said County; thence
2. South $56^{\circ} 01'$ West a distance of 701.51 feet more or less along said northwest line to its intersection with the centerline of Monroe Street, 80 feet wide; thence
3. North $34^{\circ} 00'$ West a distance of 540 feet more or less along said centerline to its intersection with the northeasterly prolongation of the northwesterly line of Lot No. 37 of Riverside Estates Unit No. 1 as shown on a map recorded in Map Book 37, Pages 3 and 4 of Records, records of said County; thence
4. South 25° West a distance of 212 feet more or less along said prolongation to its said northwesterly line and its northwesterly prolongation to the intersection with the centerline of Fairport Court, 66 feet wide, thence
5. South $55^{\circ} 49' 40''$ West a distance of 134 feet more or less along said centerline to its intersection with a line 164.44 feet northeasterly and parallel with the centerline of Royce Street, 66 feet wide; thence
6. North 34° West a distance of 277 feet more or less along said parallel line to its intersection with the centerline of California Avenue, 88 feet wide; thence
7. North $55^{\circ} 49' 40''$ East a distance of 1270 feet more or less along said centerline to the Point of Beginning.

SUB-AREA 'D'

P.O.B.

Beginning at the intersection of Garden Street with the centerline of Hoover Street, 60 feet wide; thence

1. South $34^{\circ} 00'$ East a distance of 550 feet more or less along said centerline to its intersection with the northwest Right-of-Way line of Freeway Route 91; thence
2. South $60^{\circ} 36' 25''$ West a distance of 1,240 feet more or less along said Freeway Route 91; thence
3. South 11° West a distance of 74 feet more or less along said Freeway Route 91; thence

4. South 50° 41' 42" West a distance of 620 feet more or less along Freeway Route 91 to its intersection with the southwest line of Record of Survey recorded in book 41, Page 68 of Record of Surveys, Records of said County; thence
5. North 33° 57' 22" West a distance of 637.49 feet more or less along said southwest line and its northwesterly prolongation to its intersection with the northwest line of Said Record of Survey; thence
6. North 56° East a distance of 700 feet more or less along said northwest line to its intersection with the centerline of Madison Street; thence
7. South 34° East a distance of 100 feet more or less along said centerline to its intersection with the centerline of Garden Street; thence
8. North 56° East a distance of 1,200 feet more or less along said centerline to the Point of Beginning.

SUB-AREA 'E'

P.O.B.

Beginning at the intersection of the centerline of Lincoln Avenue with the centerline of Lawrence Street; thence

1. North 34° 00' West a distance of 704 feet more or less along the northwesterly prolongation of the centerline of Lawrence Street to its intersection with a line 704 feet northwesterly and parallel with the centerline of Lincoln Avenue; thence
2. South 56° 00' West a distance of 600 feet more or less along said parallel line to its intersection with a line 769.57 feet northeasterly and parallel with the centerline of Adams Street/Auto Center Drive; thence
3. South 34° 00' West a distance of 734.82 feet more or less along said parallel line to its intersection with the southeast Right-of-Way line of Atchison Topeka and Santa Fe Railroad, 100 feet wide; thence
4. South 56° 00' West a distance of 779 feet more or less along said southeast Right-of-way line to its intersection with the centerline of Adams Street/Auto Center Drive; thence
5. North 34° 00' West a distance of 100 feet more or less along said centerline to its intersection with the northwest Right-of-Way line of Atchison Topeka and Santa Fe Railroad, 100 feet wide; thence
6. North 49° 26' East a distance of 2,000 feet more or less along said northwest Right-of-Way line to its intersection with the northwesterly prolongation of the northeast line of Lot No. 3 of Block 50 of the City of Riverside; thence

7. South 56° East a distance of 100 feet more or less along said prolongation to its intersection with the southeast Right-of-Way line of the Atchison Topeka and Santa Fe Railroad; thence
8. South 49° 26' West a distance of 380 feet more or less along said southeast Right-of-Way line to its intersection with the southwest Right-of-Way line of the Atchison Topeka and Santa Fe Railroad, 20 feet wide ; thence
9. Southeasterly a distance of 525 feet more or less along said Right-of-way line being a curve concave to the southwest to its intersection with the southwest Right-of-Way line of the Atchison Topeka and Santa Fe Railroad, 20 feet wide; thence
10. South 34° 00' East a distance of 1,155 feet more or less along said southwesterly Right-of-Way line to its intersection with the centerline of Lincoln Avenue; thence
11. South 56° 00' West a distance of 680 feet more or less along said centerline to the Point of Beginning.

SUB-AREA 'F'

P.O.B.

Beginning at the intersection of the centerline of Indiana Avenue, 88 feet wide, with the centerline of Detroit Drive, 84 feet wide; thence

1. South 34° 00' 30" East a distance of 460 feet more or less along said centerline of Detroit Drive to its intersection with the centerline of Auto Drive; thence
2. North 56° 00' East a distance of 40 feet more or less along said centerline to its intersection with the southwest line of Parcel Map No. 22/96; thence
3. South 34° 00' 30" East a distance of 551.36 feet more or less along said southwest line and its southwesterly prolongation to its intersection with the northwest Right-of-Way line of the Atchison Topeka and Santa Fe Railroad, 100 feet wide; thence
4. South 49° 24' 15" West a distance of 3,000 feet more or less along said northwest Right-of-Way line to its intersection with the northeast line of Harmony Dale Tract as shown on a map recorded in Map Book 27, Pages 59 and 60; thence
5. North 34° West a distance of 1,309.25 feet more or less along said northeast to its intersection with the centerline of Indiana Avenue, 80 feet wide; thence
6. North 56° East a distance of 3,260 feet more or less along said centerline to the point of beginning.