

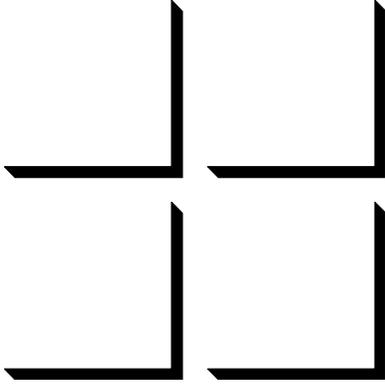
Redevelopment Agency  
Of the  
City of Riverside

**REDEVELOPMENT PLAN**

**La Sierra/Arlanza  
Redevelopment Project Area,  
Amendment No. 2**

November 6, 2006





November 6, 2006

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Ordinance No.: 6739

Amendment No. 1 Adopted: October 18, 2005  
Ordinance No. 6828

Amendment No. 2 Adopted: July 25, 2006  
Ordinance No. 6892

# **Redevelopment Plan for the La Sierra/Arlanza Redevelopment Project Area, Amendment No. 2**

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*THE REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE*

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# Redevelopment Plan for the La Sierra/Arlanza Redevelopment Project Area, Amendment No. 2

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# Redevelopment Plan for the La Sierra/Arlanza Redevelopment Project Area, Amendment No. 2

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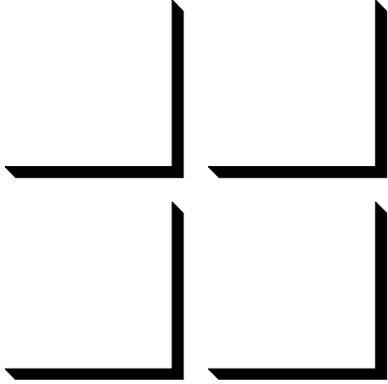
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**APPENDIX A: Redevelopment Plan Map**  
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## ***I. INTRODUCTION***

### ***A. (§100) BACKGROUND AND AUTHORITY***

This Plan for the La Sierra/Arlanza Redevelopment Project Area (the “Project Area”) was prepared by the City of Riverside Redevelopment Agency (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. This 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 Project Area. Broadly stated, these conditions include: physical deterioration of buildings and facilities; 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; land suffering from depreciated values and impaired investments, high crime rates; 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 La Sierra/Arlanza Redevelopment Project Area, adopted by the

Planning Commission of the City of Riverside (the “Planning Commission”) on September 16, 2003.

### **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) **Project Area** means the territory subject to this Plan, as described in Appendix ‘B.’
- 3) (§120.3) **La Sierra/Arlanza Redevelopment Project** means the Project under this Redevelopment Plan.
- 4) (§120.4) **City** means the City of Riverside, California.
- 5) (§120.5) **City Council** means the City Council of the City of Riverside, California.
- 6) (§120.6) **County** means the County of Riverside, California.
- 7) (§120.7) **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.
- 8) (§120.8) **General Plan** means the Riverside General Plan, as it currently exists or as it may be amended from time to time.
- 9) (§120.9) **Legal Description** means a description of the land within the Project Area in accordance with map specifications approved by the California State Board of Equalization, and attached hereto as Appendix ‘B.’
- 10) (§120.10) **Owner-Occupied Single-Family Residence** means one or more than one parcels of adjacent real property improved with one dwelling unit, including an “Auxiliary Dwelling Unit” or “Guest House” as those terms are defined by Riverside Municipal Code Sections 19.04.37 and 19.04.165, and occupied by the record owners, as shown on the latest available equalized assessment roll of the Riverside County Assessor, or a successor in interest even if the owner of the single-family residence has a principal residence that lies outside the boundaries of the City of Riverside. The following residential properties are excluded from this definition:

- a. A single-family residence that is encumbered with a lien arising out of a Judgment for code violations in favor of the City of Riverside;
- b. An unoccupied single-family residence that is boarded up for three years; or
- c. A single-family residence that has become a public nuisance.

Owner occupied single-family residences, as defined herein, within the project area are exempt from the agency's eminent domain powers.<sup>1</sup>

- 11) (§120.11) **Person** means any individual or any public or private entity.
- 12) (§120.12) **Project** means all activities, plans, programs, objectives, goals, and policies involved in this Plan, either directly or by reference.
- 13) (§120.13) **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.
- 14) (§120.14) **Redevelopment Law** means the CRL.
- 15) (§120.15) **Redevelopment Plan** or **Plan** means this document, which, upon adoption by the City Council, shall be officially designated as, "The Redevelopment Plan for the La Sierra/Arlanza Redevelopment Project Area."
- 16) (§120.16) **Redevelopment Plan Map** means the Redevelopment Plan Map, attached hereto in Appendix 'A.'
- 17) (§120.17) **State** includes any state agency or instrumentality of the State of California.
- 18) (§120.18) **Zoning Ordinance** means the codes, ordinances and resolutions relating to zoning and development in the City, as may be from time to time amended.

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<sup>1</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

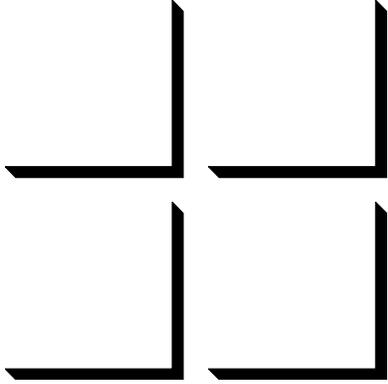
### **D. (§130) PROJECT AREA BOUNDARIES**

The Project Area includes all properties within the boundaries shown on the Redevelopment Plan Map (see Appendix 'A'), and described in the Legal Description (see Appendix 'B').

Notwithstanding the foregoing, the Project Area shall exclude those properties within the Detachment Area as shown on the Detachment Area Map (see Appendix 'C') and described in the Detachment Area Legal Description (see Appendix 'D').<sup>2</sup>

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<sup>2</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.



## **II. DEVELOPMENT IN THE PROJECT AREA**

### **A. (\$200) PROJECT OBJECTIVES**

The Project Area includes a number of conditions that are specified in the CRL as characteristic of blight. Due to the range of these detrimental physical and economic conditions, the Agency must undertake a comprehensive program of activities, including providing needed public improvements, direct financial assistance to stimulate quality development, financial assistance to promote rehabilitation of existing improvements and structures, and various other activities that would serve existing residents and businesses, and would induce new private investment. In addition to providing needed public improvements and other assistance, the Agency may assist owner participants or prospective developers by providing tax exempt financing to reduce project development costs, and by assisting with site acquisition and assembly. In doing such, the Agency intends to mitigate the effects of blight in the Project Area.

#### ***Vision Statement***

La Sierra/Arlanza is a vibrant cultural community in which to live, play, learn and work. All of its citizens, neighborhoods and businesses collaborate in its shared sense of local identity and purpose.

La Sierra/Arlanza maintains its unique sense of place and economic vitality while preserving its history, diversity and natural, rural beauty.

La Sierra/Arlanza provides a safe, clean, sustainable environment to be enjoyed by all of its residents and visitors.

### ***Urban Environment***

**Overriding Goal:** Help make La Sierra/Arlanza a positively distinctive community that is attractive as a living, working and shopping environment.

The following objectives are intended to help implement the Overriding Urban Environment Goal:

- Encourage development according to the City's General Plan, any applicable specific plans, and the City zoning ordinance.
- Help preserve and enhance existing conforming residential neighborhoods through landscaping, street, and infrastructure improvements.
- Upgrade the physical appearance of properties in the proposed Project Area, including the public right-of-way.
- Rehabilitate deteriorated residential, commercial, and industrial structures to eliminate safety deficiencies and to extend the useful lives of these structures.
- Reduce or eliminate the negative impacts related to incompatible and non-conforming land uses in the Project Area.
- Buffer residential neighborhoods from noise, odors, and vibrations from adjacent non-residential land uses.
- Clean-up properties that are or have been exposed to hazardous materials.

### ***Economic Development***

**Overriding Goal:** La Sierra/Arlanza should have pleasant and successful commercial, office and manufacturing areas that serve local residents, employees, and visitors.

The following objectives are intended to help implement the Overriding Economic Development Goal:

- Encourage investment in the proposed Project Area by the private sector.
- Assist economically depressed areas and reverse stagnant or declining property investment trends.
- Promote the development of new and diverse employment opportunities.
- Enhance and expand shopping facilities in the Project Area by encouraging the development of new

commercial uses and rehabilitation of existing commercial uses in conformance with the General Plan and the City zoning ordinance.

- Promote the improvement and internal integration of commercial and industrial areas to make them more attractive and efficient while incorporating the Urban Environment Overriding Goal.
- Promote the expansion of the proposed Project Area's industrial and commercial bases and local employment opportunities to provide jobs to unemployed and underemployed workers in the City.
- Consolidate parcels as needed to induce new or expanded, internally integrated, business development in the proposed Project Area.
- Remove economic impediments to land assembly and in-fill development in areas that are not properly subdivided for development or redevelopment.
- Provide relocation assistance to businesses and residents displaced due to economic development activities.

### ***Housing Affordability and Quality***

**Overriding Goal:** Establish La Sierra/Arlanza as a community with a quality housing stock affordable to a wide range of households.

The following objectives are intended to help implement the Overriding Housing Affordability and Quality Goal:

- Protect the health and general welfare of the Project Area's many low- and moderate-income residents by utilizing 20% of the tax increment revenues from the Project Area to improve, increase, and preserve the supply of low- and moderate-income housing.
- Provide replacement housing as required by law when dwellings housing low- or moderate-income persons or families are lost from the low- or moderate-income housing market as a result of Agency activities.
- Provide relocation assistance to households displaced by direct Agency activities.

### **Public Infrastructure**

**Overriding Goal:** Improve La Sierra/Arlanza's public infrastructure system to the greatest possible extent, and to help ensure the public health, safety, and welfare.

The following objectives are intended to help implement the Overriding Public Infrastructure Goal:

- Provide a broad range of public service infrastructure improvements to induce private investment in the proposed Project Area. Such improvements could include, but are not limited to, the construction or reconstruction of roads, streets, curbs and gutters, sidewalks; the upgrading of street side landscaping; street widening; the construction and reconstruction of water storage and distribution facilities; the construction and reconstruction of sewerage systems; and the development of drainage and flood control facilities.
- Provide new or improved community facilities such as fire stations, schools, park and recreational facilities, and the expansion of public health and social service facilities, where appropriate, to enhance the public health, safety, and welfare.

### **Plan Management**

**Overriding Goal:** Ensure that the Redevelopment Plan for the La Sierra/Arlanza Redevelopment Project Area is managed in the most efficient, effective, and economical manner possible.

The following objectives are intended to help implement the Overriding Plan Management Goal:

- Encourage the cooperation and participation of Project Area property owners, public agencies, and community organizations in the elimination of blighting conditions and the promotion of new or improved development in all portions of the proposed Project Area.
- 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 the Project Area.

Except for zone changes requested by property owners for their property, the City and Agency shall not, during the original term of the Redevelopment Plan, within the La Sierra/Arlanza Project Area, approve a change in the “Rural Residential” zoning designation as described in Riverside Municipal Code, Sections 19.18.010 and 19.18.030. Nothing contained in this Plan shall be construed as limiting other zoning rights and obligations City and Agency jointly and severally may have within the Project Area.<sup>3</sup>

## **C. (§220) SPECIFIC DEVELOPMENT OBJECTIVES**

Development in the Project Area will be in conformance with this Plan, the General Plan, and the Zoning Ordinance. Development in the Project Area 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 344 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.

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<sup>3</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

#### **D. (§230) LAND USES FOR THE PROJECT AREA**

In addition to generally identifying the boundaries of the Project Area, 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 the Project Area, 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 the Project Area 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 THE PROJECT AREA**

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

The public rights-of-way, easements, and principal streets proposed or existing in the Project Area 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 the Project Area 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 the Project Area, 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.

**3. (§243) ASSISTANCE TO CITY FOR TRAILS IN LA SIERRA ACRES**

There is a nexus and public benefit pursuant to the Community Redevelopment Law arising from the trails in the La Sierra Acres. Accordingly, the Agency will cooperate with the Parks and Recreation Department in development and completion of a system of equestrian trails, and to the extent authorized by law, will assist the parks program within the La Sierra Acres and La Sierra Hills Neighborhoods according to the City's trail plan in the current general plan maps. Agency shall forthwith provide necessary funding for, and assist in the completion of Golden Park.<sup>4</sup>

**4. (§244) ASSISTANCE TO CITY FOR PUBLIC IMPROVEMENTS AND INFRASTRUCTURE**

Because there is a nexus and public benefit for development of public improvements and infrastructure within the Project Area, and because providing such improvements is a high redevelopment priority, to the extent authorized by law, Agency shall implement the objectives described in section 344 and provide financial assistance to the City for the development and completion of improvements listed in therein.<sup>5</sup>

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<sup>4</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

<sup>5</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

## **F. (§250) GENERAL DEVELOPMENT REQUIREMENTS**

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

Street layout and open space are shown in the Redevelopment Plan Map included herewith in Appendix A and described in Sections 241 and 242, respectively, of this Plan. Additional open space will be provided through application of City standards for building setbacks. An estimated 584 acres will be devoted to open space, parks, trails, landscaping, building setbacks, yards, and rights-of-way in the Project Area.

### **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 13,100 dwelling units would be permitted in the Project Area 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 344. 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 the Project Area.

**5. (§255) CONFORMANCE WITH THIS PLAN**

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 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 the Project Area 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 the Project Area, 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 the Project Area; 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 the Project Area, 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 311 of this Plan) and agree to the imposition of such reasonable restrictions as are necessary to protect the development and use of the Project Area.

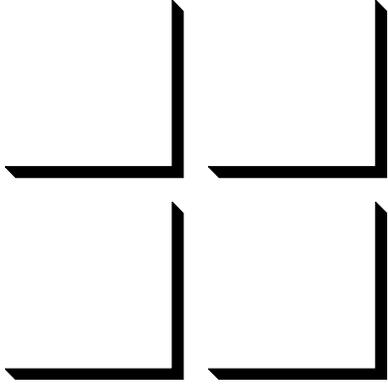
The Agency, with the approval of the Planning Commission pursuant to established development review procedures, may authorize additions,

alterations, repairs, or other improvements in the Project Area 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.



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### **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 the Project Area by extending opportunities to remain or relocate within the Project Area;
- 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 Area 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. (§311) PARTICIPATION BY OWNERS AND TENANTS**

**1. (§312) PARTICIPATION OPPORTUNITIES FOR OWNERS**

Persons who are owners of businesses and other types of Real Property in the Project Area 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 the Project Area, or, where the Agency deems appropriate, by selling their properties to the Agency and purchasing other properties in the Project Area 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 the Project Area.

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 the Project Area, 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 the Project Area.

In order to provide an opportunity to owners and tenants to participate in the growth and development of the Project Area, 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, participant's length of occupancy in the area, accommodation of as many participants as possible, similar land use to similar land use, conformity of participant's proposals 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 the Project Area.

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. (§313) RE-ENTRY PREFERENCES; PREFERENCES FOR TENANTS**

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to re-enter in business within the Project Area, 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 the Project Area if they otherwise meet the requirements prescribed in this Plan.

**3. (§314) 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 the Project Area.

**4. (§315) CONFORMING OWNERS**

The Agency may, in its sole and absolute discretion, determine that certain Real Property within the Project Area 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, acquire additional property within the Project Area.

**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 the Project Area 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.

As a matter of policy, and in accordance with Agency Resolution No. 770 (adopted July 26, 2005), the Agency may not exercise its eminent domain authority on any owner-occupied single-family residence within the Project Area.

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 the Project Area by any lawful means.

## **3. (§323) PROPERTY MANAGEMENT**

During such time as property, if any, 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 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 the Project Area.
- 2) Nonprofit local community institutions to be temporarily or permanently displaced from facilities actually used for institutional purposes in the Project Area.

- 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 the 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 the Project Area, 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 the Project Area prior to permanent disposition and development of such cleared sites. If feasible and desirable, the Agency may also utilize sites outside the Project Area 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 the Project Area 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 the Project Area.

**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 Area 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 the Project Area.

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:

- Widen and/or reconstruct streets
- Construct curbs, gutters, and sidewalks
- Improve drainage, including the rehabilitation of canals
- Underground utility lines
- Plant street trees and other streetscape improvements
- Construct and/or upgrade sewer lines, and assist with providing sewer hookups
- Construct and/or upgrade water lines
- Construct railroad grade separations
- Construct/mark bike lanes
- Improve/construct parks and recreational facilities
- Improve/install traffic signs and signals, including signal synchronization
- Improve street lighting
- Provide noise abatement along railroad lines and other sources of noise
- Increase accessibility for emergency vehicles
- Improve electrical system
- Construct and/or expand library
- Construct police facility
- Construct fire facility
- Establish code enforcement/community cleanup program

Specific improvements include:

**Water**

- Upgrade undersized water mains to 8" at the following locations:
  - Mobley Avenue
  - Carmine Street

- Tulsa Avenue
- Buckeye Place
- Mountain Avenue
- Rose Avenue
- Arlington Avenue
- Crest Avenue
  
- Repair leaking mains at the following locations:
  - Janet Avenue
  - Gramercy Place
  - Corwin Lane
  - Picker Street
  - Montgomery Street
  
- Upgrade Raley/Ambs booster station
- Construct 925 Raley reservoir

**Sewer**

- Construct La Sierra area force Main (Phase 2)-La Sierra to Megginson Lane
- Replace Warren Street/Wells Avenue lift station
- Upgrade siphon at Jones Avenue and Hole Avenue
- Replace septic systems with sewer connections

**Flood**

- Complete master drainage plan facilities
- Assist in upgrading County flood control facilities as necessary
- Storm drain improvements on Cypress Avenue and Campbell Avenue between Mitchell Avenue and Norwood Avenue
- Construct storm drain on Wells Avenue between Jones Avenue and Tyler Street
- Construct storm drain on Tyler Street between Wells Avenue and Hedrick Avenue

### **Electric**

- Replace existing obsolete electrical cable
- Underground utility lines along Tyler Street

### **Streets**

- Widening and/or curb, gutter, and sidewalk for the following locations:
  - Campbell Street between Mitchell Avenue and Jones Avenue
  - Gramercy Place between La Sierra Avenue and Cleveland Avenue
  - La Sierra Avenue at the 91 interchange
  - Mitchell Street between Wells Avenue and Arlington Avenue
  - Tyler Street between Wells Avenue and Eureka Drive
  - Hedrick Avenue between Hole Avenue and Crest Avenue
  - Jones Avenue between Hole Avenue and Arlington Avenue
  - Intersection improvements at Hole Avenue, Pierce Street and La Sierra Avenue
- Street reconstruction and portions of curb, gutter, and sidewalk in the following locations:
  - La Sierra Avenue and Gramercy Place
  - La Sierra Avenue and Montlake Drive
  - La Sierra Avenue and Arizona Avenue
  - Tyler Street and Campbell Avenue
  - Tyler Street and Keller Avenue
  - Tyler Street and Wells Avenue
- Signal coordination on La Sierra between Victoria and Arlington
- Signal coordination on Arlington between Van Buren and La Sierra
- Signal coordination on Magnolia between Banbury and Buchanan
- Signal coordination on Tyler Street

- Install signal light at La Sierra and Arizona
- Assist as necessary and feasible in the construction of new freeway ramps at Magnolia and the 91 freeway

### ***Trails and Bike Lanes***

- Construct link to Santa Ana River bikeway and trail between Van Buren Boulevard and Bradford Street
- Construct missing section of trails and bike lanes throughout Project Area

## **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 the Project Area 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 the Project Area 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 the Project Area not owned by the Agency.

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

### **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 the Project Area 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 the Project Area 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, signage, lighting, 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 the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area in accordance with the goals and objectives of this Plan. 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

the Project Area 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.

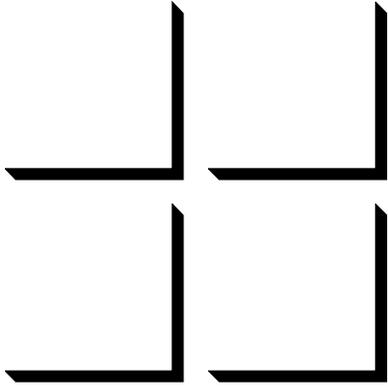
**5. (§365) PERSONAL PROPERTY DISPOSITION**

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 the Project Area, 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 THE PROJECT AREA**

Pursuant to CRL Section 33334.2(g), the Agency has found that the provision of low- and moderate-income housing both inside and outside the Project Area, particularly by the rehabilitation of existing housing stock is of benefit to the Project Area. 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 the Project Area 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 the Project Area 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 the Project Area for each unit that otherwise would have had to be available inside the Project Area. 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 the Project Area.

The percentage requirements set forth in this Section shall apply in the aggregate to housing in the Project Area 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 the Project Area, 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 the Project Area 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***

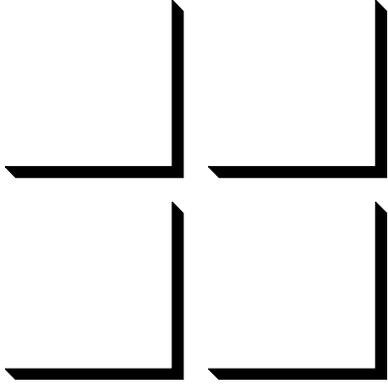
If sufficient suitable housing units are not available in the City for use by persons and families of low- and moderate-income displaced by the Project, the Agency may, to the extent of that deficiency, direct or cause the development or rehabilitation of low- and moderate-income housing units within the City, both inside and outside of the Project Area.

#### ***F. (§450) LOW INTEREST LOAN PROGRAM***

The Agency will establish a low interest loan program that will qualify low- and moderate-income property owners and residential property for low interest home improvement loans.<sup>6</sup>

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<sup>6</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.



## ***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 Plan 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 Plan. Such assistance shall be on terms established from time to time by agreement between the City and Agency.

Except as provided in section 344, “public improvements,” all tax increment revenue and all bond funds loaned to the Redevelopment Agency for use within the La Sierra/Arlanza Project Area shall be utilized solely within that Project Area and shall not be loaned or made available to the City of Riverside or the Agency for any use outside the La Sierra/Arlanza Project Area, or for use in any other Project Area.<sup>7</sup>

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<sup>7</sup> Inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

## **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 the Project Area 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 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 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 the Project Area 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 the Project Area 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 the Project Area exceeds the total assessed value of the taxable property in the Project Area, 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 the Project Area 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 the Project Area 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 Plan 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 Plan. 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 Plan.

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. (§511) 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 Plan 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 Plan. 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 Plan.

Taxes levied in the Project Area 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 the Project Area.

### **D. (§520) 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. (§530) 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.

Any other loans, grants, guarantees or financial assistance from the United States or any other public or private source may be utilized if available as appropriate in carrying out this Plan.

#### **F. (§540) 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 collected pursuant to CRL Section 33670. The total outstanding principal of any bonds so issued and repayable from said tax increment from the Project Area shall not exceed Two-Hundred and Thirty-Five Million Dollars (\$235,000,000) at any one time, except by further amendment of this Plan.

No loans, advances, or indebtedness to finance, in whole or in part, this Plan 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 the Project Area by amendment to this Plan, upon a finding by the Agency that significant blight remains in the Project Area and that the remaining blight cannot be eliminated without establishment of additional debt.

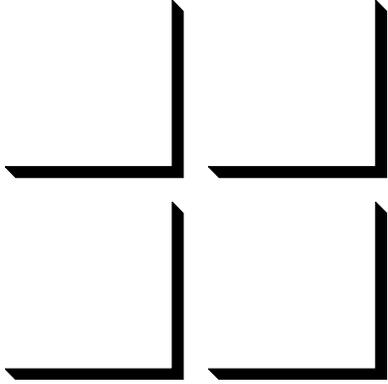
#### **G. (§550) LOW- AND MODERATE-INCOME HOUSING FUND**

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. (§560) PAYMENTS TO TAXING AGENCIES**

The Agency shall make payments to affected taxing agencies with territory located within the Project Area as required by CRL Section 33607.5 and may make other payments to affected taxing agencies as authorized by the CRL.



## **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 the Project Area. 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 the Project Area. 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 the Project Area.
- 4) Imposition wherever necessary of appropriate design controls within the limits of this Plan upon parcels in

the Project Area 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 the Project Area to be commenced and carried to completion without unnecessary delays.
- 7) The initiation and completion of any other proceedings necessary to carry out the Plan.

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 Plan, 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 Plan. 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 the Project Area. Any public body that owns or leases property in the Project Area 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.

## **F. (§650) PROJECT AREA COMMITTEE<sup>8</sup>**

Agency shall add five members to the project Area Committee (“PAC”) as follows: two residential owner-occupants and one member for each additional category. The members shall be elected pursuant to the California Redevelopment Law (“CRL”).

That the PAC shall continue to carry out those functions described in Health & Safety Code section 33386; to wit, the Agency shall also consult with the PAC on other policy matters which affect the residents in the Project Area, including, but not limited to (1) an annual review of the capital budget for the Project Area; (2) all proposed projects including planning studies and implementation actions within the Project Area; and (3) the issuance of bonds payable to the Project Area from tax increment.

That the purpose of the PAC is to advise. In order to facilitate this purpose at the early project consideration stages, the PAC shall be given special notice of Development Committee and Agency meetings. Notices shall be mailed to the PAC on the same day as notice is mailed to Agency and the Development Committee of the City Council of the City of Riverside.

The PAC shall exist for a period of two years following the regularly scheduled date of lapse or a total of five years. The PAC may at its option extend its term an additional two (2) years or until the Agency’s power of eminent domain has lapsed or is otherwise terminated.

The PAC shall have access to and meet in community center facilities within the Project Area. The PAC may utilize Redevelopment Agency staff and supplies in a manner that is consistent with health & Safety Code section 33388.

The PAC may consult with a member of the City Attorney’s office on matters that are within its purview pursuant to the Community Redevelopment Law, including the Brown Act and PAC member conflicts of interest. The City Attorney’s Office shall

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<sup>8</sup> Entire section inserted in accordance with Riverside Superior Court Case Number RIC417660, judgment entered March 6, 2006.

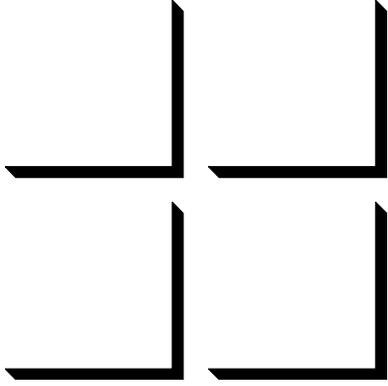
assign an attorney that does not concurrently serve as Agency General or Deputy Counsel.

Notices with respect to the creation of the new PAC and all meetings shall be published in the Riverside Press-Enterprise. Notification of the meeting at which the PAC is to be elected shall also be in conformance with the California Redevelopment Law. Notices of all PAC meetings shall be sent to all those who provide the Agency with a written request for notice.



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## ***APPENDIX A***

Redevelopment Plan Map

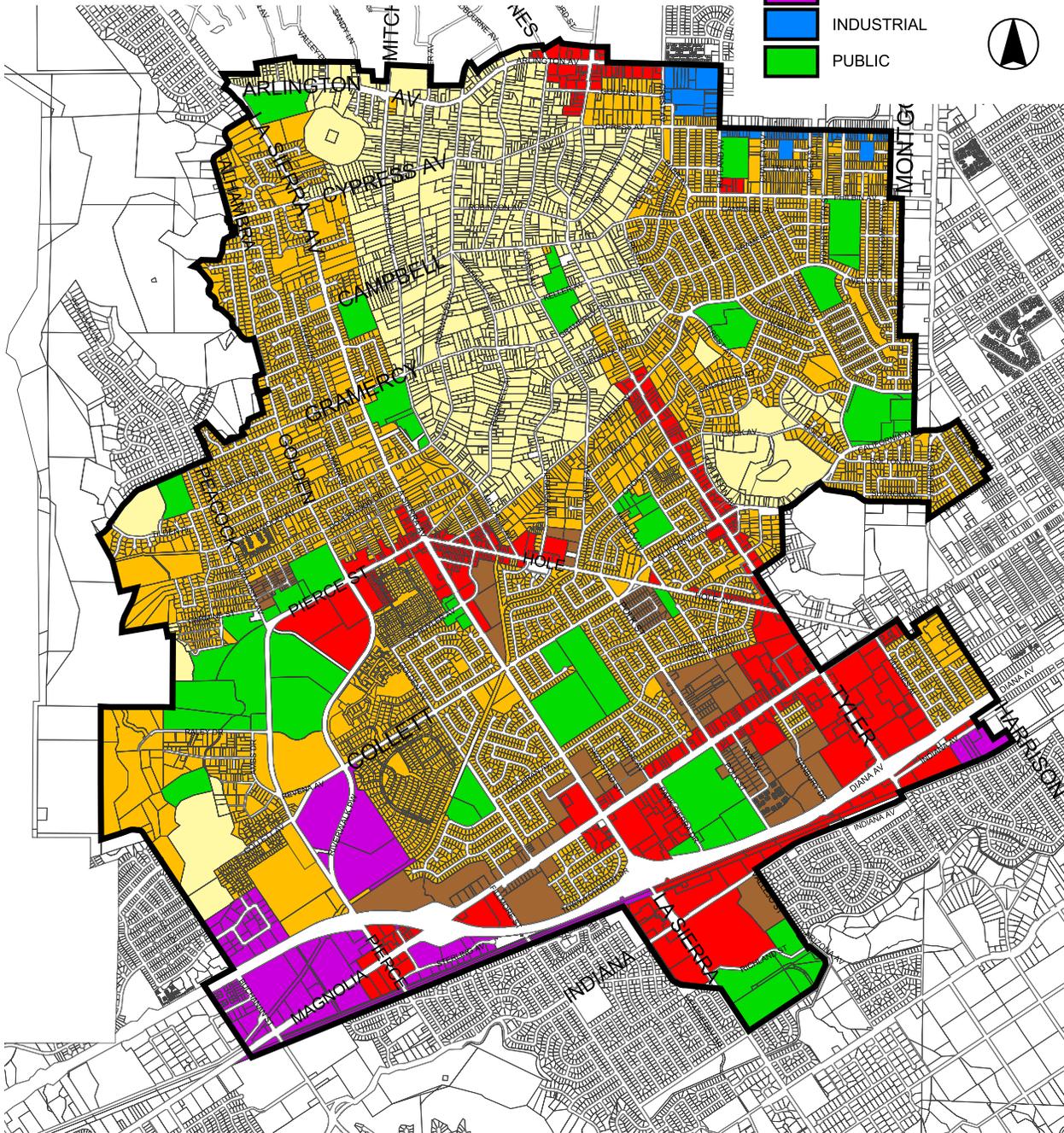


Redevelopment Agency of the City of Riverside

LA SIERRA/ARLANZA REDEVELOPMENT PROJECT, AMENDMENT NO. 2

# REDEVELOPMENT PLAN MAP

-  PROJECT AREA BOUNDARY
-  HIGH DENSITY RES.
-  MEDIUM DENSITY RES.
-  LOW DENSITY RES.
-  COMMERCIAL
-  BUSINESS PARK
-  INDUSTRIAL
-  PUBLIC

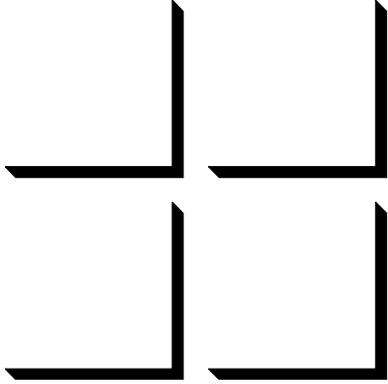


**Note: Redevelopment Plan Map shown as adopted on July 25, 2006, by Ordinance No. 6892 of the Riverside City Council.**



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## ***APPENDIX B***

Legal Description: Existing Project Area/Detachment Area



October 8, 2003

## LEGAL DESCRIPTION

Redevelopment Agency of the City of Riverside

### LA SIERRA/ARLANZA REDEVELOPMENT PROJECT

This Legal Description is to be used in conjunction with the Boundary Map of the City of Riverside Redevelopment Agency **LA SIERRA/ARLANZA REDEVELOPMENT PROJECT**. The course numbers on the 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:

P.O.B.

Beginning at the intersection of the centerline of Cypress Avenue with the centerline of Montgomery Street a point on the boundary of Arlington Redevelopment Plan Amendment No. 2; thence

1. Following the boundary line of said Arlington Redevelopment Plan Amendment No. 2 through its various courses to its intersection with the Northwesterly Right-of-Way line of Atchison Topeka and Santa Fe Railroad, 100 feet wide; thence
2. South 56' West a distance of 201.3 feet, then 624.19 feet along a 2814.94 radius curve concave northwesterly and South 67° 32' 50" West 1860 feet more or less along said Northwesterly Right-of-Way line to its intersection with the centerline of Tyler Street; 80 feet wide; thence
3. South 34° East a distance of 216 feet more or less along said centerline to its intersection with the centerline of Indiana Avenue; thence
4. Southwesterly a distance of 3,400 feet more or less along said centerline to its intersection with the centerline of Vallejo Avenue; thence
5. South 34° 17' 30" East a distance of 1,960 feet more or less along said centerline to its intersection with the Southwesterly Right-of-Way line of Richland Street; thence
6. North 55° 42' 30" East a distance of 45 feet more or less along the Northeasterly prolongation of said Southeasterly Right-of-Way line to its intersection with the centerline of Arizona Avenue, 80 feet wide; thence
7. Southeasterly and Southwesterly a distance of 2,690 feet more or less along said centerline to its intersection with the centerline of La Sierra Avenue, 80 feet wide; thence

8. North 34° 18' 30" West a distance of 1,060 feet more or less along said centerline to its intersection with the easterly prolongation of the northerly line of Tract No. 23175 as shown on map recorded in Book 197, Pages 70 through 71 of Maps, Records of said County; thence
- 9A. West a distance of 270 feet more or less along said prolongation and said north line to its intersection with the northwesterly line of said Tract No. 23175; thence
- 9B. South 55° 58' 30" West a distance of 270.61 feet more or less along said northwesterly line and the northwesterly line of Tract No. 19109 as shown on map recorded in Book 1827, Pages 1 through 2 of Maps, Records of said County to its intersection with the northeast line of Town and Country Estates as shown on map recorded in Book 39, Pages 70 through 71 of Maps, Records of said County; thence
10. North 33° 59' 49" West a distance of 2,280 feet more or less along said northwesterly line to its intersection with the Southeasterly Right-of-Way line of the Atchison Topeka and Santa Fe Railroads Right-of-Way, 100 feet wide; thence
11. South 67° 48' West a distance of 8,340 feet more or less along said Southeasterly Right-of-Way line to its intersection with the Riverside City Limit Line; thence
12. Northwesterly along said Riverside City Limits Line a distance of 9,600 feet more or less along said line through its various courses to its intersection with the centerline of Section 16, Township 3 South, Range 6 West; thence
13. North 89° 45' 30" East a distance of 1,320 feet more or less along said centerline to its intersection with the westerly line of Lot No. 24 of the City of Riverside, Township 35 South, Range 6, West; thence
14. North 00° 19 West a distance of 1496.05 feet more or less along said westerly line and its northerly prolongation to its intersection with the westerly prolongation of the centerline of Hazeldell Drive; thence
15. South 79° 29' 45" West a distance of 117.95 feet more or less along said prolongation; thence
16. North 10° 30' 15" West a distance of 245.31 feet more or less at right angles to said prolongation to its intersection with the easterly prolongation of Parcel Map No. 15014, as shown in Map Book 103, Pages 22-24; thence
17. South 79° 29' 45" West a distance of 1,037.92 feet more or less along said prolongation and said south line to its intersection with the westerly line of said Parcel Map No. 15014; thence
18. North 19° East a distance of 980 feet more or less along said westerly line to its intersection with the westerly prolongation of the north line of said Parcel Map No. 15014; thence

19. South 76° 15' 45" West a distance of 345.46 feet more or less along said prolongation
20. North 13° 44' 15" West a distance of 680 feet more or less along a line perpendicular to said prolongation to its intersection with the southwesterly line of Tract southwesterly line of Tract No. 22641 as shown on map recorded in Book 191, Pages 22 through 28 of Maps, Records of said County; thence
21. North 13° 23' 44" West a distance of 923.40 feet more or less along said southwesterly line; thence
22. North 73° 30' East a distance of 284.88 feet more or less along said south west line to its intersection with the west line of Parcel Map No. 27817 as shown on parcel map recorded in Book 187, Pages 17 through 18 of Maps, Records of said County; thence
23. North a distance of 252.85 feet more or less; thence
24. North 80 West a distance of 117.21 feet more or less; thence
25. North 10° West a distance of 110 feet more or less; thence
26. North 37° West a distance of 127.29 feet more or less; thence
27. North 10° West a distance of 310 feet more or less; thence
28. North 7° East a distance of 632.18 feet more or less; thence
29. East a distance of 85 feet more or less; thence
30. South 64° East a distance of 175 feet more or less along the westerly line of Tract No. 6301-3 as shown on map recorded in Book 126, Pages 4 through 7 of Maps, Records of said County; thence
31. North 10° West a distance of 740 feet more or less along said westerly line; thence
32. 86° East a distance of 415.48 feet more or less along the westerly line of said Tract No. 6301-3 and its easterly prolongation; thence
33. South 75° East a distance of 100 feet more or less along said westerly line and its prolongation to its intersection with the westerly line of Lot No. 17 of Tract No. 3761 as shown on map recorded in Book 58, Pages 71 through 72 of Maps, Records of said County; thence
34. North 15° 02' 05 East a distance of 165 feet more or less along said Lot No. 17 and Lot No. 18 to its intersection with the south line of Lot No. 2 of Tract No. 7499 as shown on map recorded in Book 87, Pages 51 though 52 of Maps, Records of said County; thence

35. North 18° 01' 13" West a distance of 103.93 feet more or less along said south line to its intersection with the southerly Right-of-Way line of Circle View Drive; thence
36. Westerly a distance of 68.76 feet more or less along said southerly Right-of-Way line to its intersection with the southerly prolongation of the west line of Lot No. 3 of said Tract No. 7499; thence
37. North 06° 11' 22" West a distance of 133.0 feet more or less along said west line to its intersection with the south line of Lot No. 8 of said Tract No. 7499; thence
38. North 84° 48' 49" West a distance of 65.88 feet more or less along the south line of said Lot No. 8; thence
39. North 62° 03' 45" West a distance of 65.88 feet more or less along the southwest line of Lot No. 8 and Lot No. 9 of said Tract No. 7499; thence
40. North 39° 18' 43" West a distance of 65.88 feet more or less along the southwest line of said Lot No. 9; thence
41. North 16° 25' 10" West a distance of 69.31 feet more or less along the West line to its intersection with the west line of said Lot No. 9; thence
42. North 0° 24' 40" East a distance of 91.15 feet more or less along said Lot No. 9 and Lot No. 10 to its intersection with the southwest line of Tract No. 2740 as shown on map recorded in Book 50, Pages 71 though 73 of Maps, Records of said County; thence
43. North 24° 08' 45" West a distance of 185 feet more or less along said southwest line to its intersection with the northeast line of said Tract No. 2740; thence
44. North 65° 52' 15" East a distance of 54 feet more or less along said northeast line to its intersection with the southwest line of said Tract No. 2740; thence
45. North 23° West a distance of 57.85 feet more or less along the southwest line of Tract No. 2740; thence
46. North 45° West a distance of 389 feet more or less along said southwest line of Tract No. 2740; thence
47. North 38° West a distance of 392.38 feet more or less along said southwest line to its intersection with the northwest line of said Tract No. 2740; thence
48. North 58° 15' East a distance of 331.32 feet more or less along the northwest line of Tract No. 2740 to its intersection with the southwest line of Tract No. 3274 as shown on map recorded in Book 55, Pages 84 though 85 of Maps, Records of said County; thence
49. North 31° 45' West a distance of 368 feet more or less along said southwest line; thence

50. North 36° 43' 11" West a distance of 462 feet more or less along said southwest line to Tract No. 3274 and the southwest line of Tract No. 6301-2 as shown on map recorded in Book 93, Pages 9 though 10 of Maps, Records of said County; thence
51. North 31° 45' West a distance of 347 feet more or less along said southwest line of said Tract No. 6301-2; thence
52. North 36° 03' 00" East a distance of 519 feet more or less along said Northwest line of said Tract No. 6301-2; thence
53. South 29° 41' 20" East distance of 489 feet more or less along said northeast line of said Tract No. 6301-2; thence
54. South 68° 48' East a distance of 295.58 feet more or less along the north line of Tract No. 19735 as shown on map recorded in Book 207, Pages 86 though 87 of Maps, Records of said County; thence
55. South 88° East a distance of 349.55 feet more or less along the north line of said Tract No. 19735; thence
56. South 3° East a distance of 184.44 feet more or less along the north line of said Tract No. 19735; thence
57. South 14° East a distance of 202.53 feet more or less along the north line of said Tract No. 19735; thence
58. South 43° 58' 50" East a distance of 1,115.61 feet more or less along said Tract No. 19735 to its intersection with the southwesterly line; thence
59. South a distance of 201.95 feet more or less along said Tract No. 19735 to its intersection with the southwesterly line of Tract No. 2612 as shown on map recorded in Book 47, Pages 53 though 56 of Maps, Records of said County; thence
60. South 53° 27' 30" East a distance of 108.50 feet more or less along the northeast line of Lot No.55 of said Tract No. 2612; thence
61. South 83° 03' 15" East a distance of 299.01 feet more or less along the northeast line of Lot No. 54 of said Tract No. 2612; thence
62. South 57° 04' 35" East a distance of 286.1 feet more or less along the northeast line of Lot No. 53 and 54 of said Tract No. 2612; thence
63. South 84° 55' 15" East a distance of 286.1 feet more or less along said Lot No. 9 of Tract No. 8557 as shown on map recorded in Book 92, Pages 76 though 77 of Maps, Records of said County; thence
64. South 79° East a distance of 187.71 feet more or less along said Lot No. 9 and 8 of said Tract No. 8557; thence
65. North 5° West a distance of 941.9 feet more or less; thence

66. North 60° East a distance of 697.6 feet more or less; thence
67. North 60° West a distance of 24.9 feet more or less; thence
68. Following a 75 foot radius curve concave and northeasterly a distance of 80.27 feet more or less; thence
69. North 5° East a distance of 45.72 feet more or less; thence
70. Following a 100 foot radius curve concave to the west a distance of 91.75 feet more or less; thence
71. North 48° 19' 30" West a distance of 186.24 feet more or less along the southwesterly line of Tract No. 8796 as shown on map recorded in Book 37, Pages 90 though 92 of Maps, Records of said County; thence (Following the boundary of said Tract No. 8796)
72. Following a 200 foot radius curve concave to the northwest a distance of 105.94 feet more or less; thence
73. Following a 60 foot radius curve concave to the northeast a distance of 111.31 feet more or less; thence
74. Following a 380 foot radius curve concave to the northwest a distance of 171.19 feet more or less; thence
75. North 50° West a distance of 66.95 feet more or less; thence
76. Following a 125 foot radius curve concave to the east a distance of 156.89 feet more or less; thence
77. Following a 125 foot radius curve concave to the west a distance of 161.58 feet more or less; thence
78. North 40° 00' 10" West a distance of 342.89 feet more or less; thence
79. North 72° 00' 10" West a distance of 115.39 feet more or less; thence
80. North 49° 59' 50" East a distance of 216.60 feet more or less; thence
81. South 88° 43' 26" East a distance of 315.06 feet more or less; thence
82. North 81° 27' 00" East a distance of 47.43 feet more or less along said Tract No. 8796; thence (Leaving said boundary of Tract No.8796)
83. North 20° 58' 06" East a distance of 180.64 feet more or less along said Tract No. 9655 as shown on map recorded in Book 141, Pages 1 though 2 of Maps, Records of said County; thence (Following said boundary of said Tract No. 9655)
84. North 6° 20' 10" East a distance of 223.49 feet more or less; thence

85. North 30° East a distance of 45.16 feet more or less; thence
86. North 60° 59' 03" East a distance of 173.76 feet more or less; thence
87. Following a 48 foot radius curve concave northeasterly a distance of 85 feet more or less; thence
88. North 85° East a distance of 21.30 feet more or less; thence
89. North 8° 33' West a distance of 130 feet more or less; thence
90. South 81° 27' 00" West a distance of 80.00 feet more or less along
91. North 8° 33' West a distance of 127.36 feet more or less; thence (Leaving the boundary of Tract No.9655)
92. Following a 48 foot radius curve concave northeasterly a distance of 116.35 feet more or less along the west line of Golden Terrace as shown on map recorded in Book 11, Pages 82 though 83 of Maps, Records of said County; thence (following the boundary of Golden Terrace)
93. North 27° East a distance of 21.73 feet more or less; thence
94. Following a 76 foot radius curve concave northwesterly a distance of 64.25 feet more or less; thence
95. North 67° West a distance of 210 feet more or less; thence
96. South 77° West a distance of 527.50 feet more or less; thence
97. North 3° East a distance of 295.02 feet more or less; thence
98. North 12° West a distance of 320.11 feet more or less; thence
99. North 17° West a distance of 270.28 feet more or less; thence
100. North 24° 24' 37" West a distance of 364.68 feet more or less; thence
101. North 27° 22' 20" West a distance of 209.52 feet more or less; thence
102. South 18° 21' 00" East a distance of 261.27 feet more or less; thence
103. North 57° 28' 00" East a distance of 106.15 feet more or less; thence
104. North 25° 48' 00" East a distance of 167.28 feet more or less; thence
105. North 16° 07' 00" West a distance of 167.8 feet more or less; thence
106. North 49° 36' 41" East a distance of 30.24 feet more or less; thence (Leaving the boundary of Golden Terrace)

107. North 40° 44' 50" West a distance of 192.72 feet more or less along Tract No.19991 as shown on map recorded in Book 149, Pages 77 though 82 of Maps, Records of said County; thence (following the boundary of Tract No. 19991)
108. North 69° 39' 44" West a distance of 312.86 feet more or less; thence
109. South 73° 33' 07" West a distance of 213.46 feet more or less; thence
110. North 41° 09' 59" West a distance of 266.76 feet more or less; thence
111. North 11° 55' 09" East a distance of 202.86 feet more or less; thence
112. North 5° 53' 32" West a distance of 341.97 feet more or less; thence (Leaving the boundary of Tract No. 19991)
113. North 40° 21' 48" West a distance of 189.94 feet more or less along said Tract No. 4419-1 as shown on map recorded in Book 80, Pages 80 though 852of Maps, Records of said County; thence
114. North 03° 14' 09" West a distance of 57.26 feet more or less along said Tract No. 4419-1; thence
115. North 33° 07' 56" West a distance of 530.52 feet more or less along said Tract No. 4419-1 and Tract No. 8122 as shown on map recorded in Book 89, Pages 21 though 23 of Maps, Records of said County; thence
116. North 58° 37' 59" West a distance of 331.64 feet more or less along said Tract No. 8122; thence; thence
117. North 53° 34' 20" West a distance of 267.67 feet more or less along said Tract No. 8122; thence
118. North 89° 25' 13" West a distance of 261.52 feet more or less along said Tract No. 22759 as shown on map recorded in Book 197, Pages 72 though 75 of Maps, Records of said County; thence
119. North 39° 10' 46" West a distance of 832.80 feet more or less along said Tract No. 22759; thence
120. North 50° 49' 26" East a distance of 1,330 feet more or less along said Tract No. 22759 to its northeasterly prolongation to the intersection with the centerline of Arlington Avenue; thence
121. Northwesterly and westerly a distance of 4,770 feet more or less along said centerline to its intersection with the Riverside City Limit line; thence
122. Northerly and easterly along said City Limit Line to its intersection with the northeast corner of Lot No. 8 Section 26, Township 2 South, Range 6 West; thence

123. South a distance of 485.98 feet more or less along the east line of said Lot No. 8 to its intersection with the centerline of Tyler Street; thence
124. Southeasterly and southerly a distance of 4,850 feet more or less along said centerline to its intersection with a line 330 feet northerly and parallel with the centerline of Arlington Avenue, 85 feet wide; thence
125. West a distance of 304.49 feet more or less along said parallel; thence
126. South a distance of 304.49 feet more or less along a line perpendicular with said parallel line to its intersection with the centerline of Arlington Avenue; thence
127. East a distance of 2,370 feet more or less along said centerline to its intersection with the centerline of Rutland Avenue, 66 feet wide; thence
128. South a distance of 1,300 feet more or less along said centerline to its intersection with the centerline of Cypress Avenue, 66 feet wide; thence
129. East a distance of 3,530 feet more or less along the centerline to the Point of Beginning.

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June 28, 2005

### **LEGAL DESCRIPTION**

Redevelopment Agency of the City of Riverside

**LA SIERRA/ARLANZA REDEVELOPMENT PROJECT,  
AMENDMENT NO. 1**

**BEING A DETACHMENT AREA FROM THE  
LA SIERRA/ARLANZA REDEVELOPMENT PROJECT AREA**

This Legal Description was prepared by the Redevelopment Agency of the City of Riverside, and is to be used in conjunction with the Boundary Map for the **LA SIERRA/ARLANZA REDEVELOPMENT PROJECT, AMENDMENT NO.1**. The course numbers in this 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:

**P.O.B.**

Beginning at a point on the centerline of Tyler Street being 333.4 feet north of the centerline of Arlington Avenue also being the easterly prolongation of the south line of Lot

22 of Block 24 of Subdivision of La Sierra Rancho as shown on Book 6 Page 70 of Maps Records of said County; thence

1. North 85° 21' 30" West a distance of 644 feet more or less along said south line to its intersection with the northeasterly line of Lot No. 16 of said La Sierra Rancho; thence
2. North 35° West a distance of 96.35 feet more or less along said northeasterly line to its intersection with the southeasterly line of the northwesterly one-half of said Parcel No. 16; thence
3. South 56° 49' 30" West a distance of 418 feet more or less along said northwest line to its intersection with the centerline of Jones Avenue; thence
4. North 25° 21' 30" North a distance of 106 feet more or less along said centerline to its intersection with the southeasterly prolongation of the northerly line of Lot No. 13 of La Granada as shown on Map Book 12, Pages 42 through 51 of Maps, Records of said County; thence
5. South 85° West a distance of 440 feet more or less along said prolongation and said line to its intersection with the southwest line of Lot No. 10 of said La Granada; thence
6. South 66° West a distance of 428 feet more or less along said southwest line to its intersection with the westerly Right-of Way line of Chadbourne Avenue; thence
7. South 53° West a distance of 607.35 feet more or less along the southeast line of Lot No. 3 and 4 of said La Granada line to its intersection with a line 100 feet northeasterly and parallel with the northeasterly line of Parcel No. 1 of Parcel Map recorded in Book 7, Page 79 of Parcel Maps, Records of said County; thence
8. North 30° West a distance of 260 feet more or less along said parallel line to its intersection with the centerline of Norwood Avenue; thence
9. South 8° West a distance of 550 feet more or less along said centerline to its intersection with the easterly prolongation of the south line of Parcel Map 10052 recorded in Book 47, Page 59 of Parcel Maps, Records of said County; thence
10. West a distance of 715 feet more or less along said prolongation line to its intersection with a centerline of Stover Avenue; thence
11. North a distance of 380 feet more or less along said centerline to its intersection with a line 500 feet southerly and parallel with the south line of Parcel 1 of Record of Survey recorded in Book 20 Page 80 of Record of Surveys; thence
12. West a distance of 808.96 feet more or less along said parallel line to its intersection with the east Right-of-Way line of Mitchell Avenue; thence

13. South a distance of 330 feet more or less along said east Right-of-Way line to its intersection with a line 67.5 feet southerly and parallel with the south line of Lot No. 43 of Alhambra addition 11/78 through 79; thence
14. West a distance of 356 feet more or less along said parallel line to its intersection with a line 298 feet easterly and parallel with a east Right-of-Way line of Sandy Lane; thence
15. North a distance of 215 feet more or less along said parallel line to its intersection with a line of 201 feet northerly and parallel with the south line of said Lot No. 43; thence
16. West a distance of 305 feet more or less along said parallel line to its intersection with the centerline of Sandy Lane; thence
17. North 7° West a distance of 185 feet more or less along said centerline to its intersection with the south line of Parcel No. 6 of Parcel Map No. 27923 of Map Book 186, Pages 80 and 81; thence
18. West a distance of 600 feet more or less along said south line to its intersection with the east Right-of-Way line of Valley Drive; thence
19. South a distance of 20 feet more or less along said east Right-of-Way line to its intersection with the easterly prolongation of the north line of Parcel Map No. 21569 as recorded in Map Book 149, Pages 79 and 80 , Records of said County; thence
20. West a distance of 680 feet more or less along said prolongation and said north line to its intersection with the easterly prolongation of the east line of said Alhambra Addition; thence
21. North 9° 32' 07" West a distance of 80 feet more or less along said east line to its intersection with the north line of said Alhambra Addition; thence
22. South 80° 28' West a distance of 810 feet more or less along said north line to its intersection with the West line of Lot No. 1 of said Alhambra Addition; thence
23. South 9° 32' 07" East a distance of 220 feet more or less along said west line to its intersection with the south line of Section 34, Township 6 South, Range 6 West; thence
24. West a distance of 740 feet more or less along said south line to its intersection with the northeasterly line of Westgate Tract recorded in Map Book 34, Page 11 of Maps Records of said County; thence
25. North 38° 19' 30" West a distance of 915 feet more or less along said northeasterly line to its intersection with the easterly line of said Westgate Tract; thence
26. North 17° 57' East a distance of 56 feet more or less along said easterly line to its intersection with the southeasterly line of said Westgate Tract; thence

27. North 38° 19' 30" West a distance of 700 feet more or less along said southeasterly line to its intersection with a line of 71.35 feet northerly of the north line of said Westgate Tract; thence
28. West a distance of 35.02 feet more or less along said north line to its intersection with the northwest line of said Westgate Tract; thence
29. South 51° 40' 12" West a distance of 199.50 feet more or less along said northwest line to its intersection with the centerline of Arlington Avenue; thence
30. Northwesterly a distance of 1250 feet more or less along said centerline to its intersection with the La Sierra/Arlanza Redevelopment Project Area boundary; thence
31. Following the La Sierra/Arlanza Redevelopment Project Area boundary westerly a distance of 2350 feet through its various courses to the Point of Beginning.

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July 7, 2006

### LEGAL DESCRIPTION

Redevelopment Agency of the City of Riverside

**LA SIERRA/ARLANZA REDEVELOPMENT PROJECT,  
AMENDMENT NO. 2**

**BEING A DETACHMENT AREA FROM THE  
LA SIERRA/ARLANZA REDEVELOPMENT PROJECT AREA**

This Legal Description is to be used in conjunction with the Boundary Map of the City of Riverside Redevelopment Agency **LA SIERRA/ARLANZA REDEVELOPMENT PROJECT, AMENDMENT NO. 2**. The course numbers on the description correspond with the course numbers shown on the Boundary Map. This description is for that portion of real property within Sections 33 and 34 of Township 2 South, Range 6 West and within Sections 3, 4, 9, and 10 of Township 3 South, Range 6 West of S.B.B. and M. in the City of Riverside, County of Riverside, State of California described as follows:

DETACHMENT AREA A

P.O.B.

Beginning at the centerline intersection of Arlington Avenue and La Sierra Avenue; thence

1. Southeast a distance of 870 feet more or less along the centerline of La Sierra Avenue to its intersection with the centerline of Alhambra Avenue; thence

2. Southwest, southeast and south along said centerline of Alhambra Avenue to its intersection with the centerline of Cypress Avenue; thence
3. Northwesterly a distance of 70 feet more or less to a point along the west Right-of-Way line of Alhambra Avenue said point also being on the southeast terminus of Course 95 as described in the legal description of the City of Riverside Redevelopment Agency La Sierra/Arlanza Redevelopment Project; thence
4. Following the westerly boundary line of said legal description of the City of Riverside Redevelopment Agency La Sierra/Arlanza Redevelopment Project to its intersection with the centerline of Arlington Avenue said intersection also being a point along the southerly boundary line of the La Sierra/Arlanza Redevelopment Project Amendment No. 1; thence
5. Southeast, northeast and southeast along said southerly boundary line of La Sierra/Arlanza Redevelopment Project Amendment No. 1 to its intersection with the northerly line of Westgate Tract recorded in Map Book 34, Page 11 of Maps, Records of Riverside County; thence
6. Southeast a distance of 206 feet more or less to a point on the northeast Right-of- Way line of Arlington Avenue; thence
7. Southwest a distance of 95 feet more or less to the Point of Beginning and containing 126.2 acres of land more or less.

#### DETACHMENT AREA B

P.O. B.

Beginning at the centerline intersection of Tilden Place and Gramercy Place; thence

1. Southwest a distance of 298 feet more or less along a curve concave to the northwest having radius of 600 feet to a point along the westerly boundary line of the La Sierra/Arlanza Redevelopment Project; thence
2. Following said west boundary line to the La Sierra/Arlanza Redevelopment Project through its various courses to the southwest corner along the Right-of-Way line of Yarbough Drive; thence
3. Southeast along the southwest Right-of-Way line of Yarbough Drive to its intersection with the southerly Right-of-Way line of Campbell Avenue; thence
4. Southeast and east along said southerly Right-of-Way line to its intersection with the west Right-of-Way line of Golden Avenue; thence
5. Southeast along said west Right-of-Way line to its intersection with the northeast corner of Lot 1 Tract No. 9056 Map Book 130, Pages 6 through 9; thence

6. Southwest a distance of 170 feet more or less along the north line of said Lot 1; thence
7. Southwest a distance of 114.49 feet more or less along the westerly line of said Lot 1; thence
8. Southeast a distance of 220 feet more or less along the westerly line of Lots 2 and 3, Tract No. 9056, Map Book No. 130, Pages 6 through 9; thence
9. Northeast a distance of 210 feet more or less along the southerly line of said Lot 3 to a point along the west Right-of-Way line of Golden Avenue; thence
10. South 15° 53' East a distance of 25 feet more or less along said west Right-of-Way line to the southwest corner of Parcel 4, Parcel Map No. 125, Page 4 ; thence
11. Southwest a distance of 214.77 feet more or less along the south line of said Parcel 4; thence
12. Southeast a distance of 374.51 feet more or less to the southeast corner of said Parcel 4; thence
13. Southwest a distance of 359.68 feet more or less along the south boundary line of Parcel 3 and Parcel 4, Parcel Map No. 125, Page 64; thence
14. Southwest a distance of 142.33 feet more or less to a point on the northerly Right-of-Way line of Encinitas Court said point being the beginning of a curve concave to the north having a radius of 85 feet; thence
15. Southwest a distance of 14.84 feet more or less along said curve following the west Right-of-Way line of Encinitas Court; thence
16. Northwest a distance of 43.50 feet more or less following the said west Right-of-Way line to the beginning of a curve concave to the southeast having a radius of 76 feet; thence
17. Southwest a distance of 145.91 feet more or less along said a curve following the west Right-of-Way line of Encinitas Drive; thence
18. Southeast a distance of 43.50 feet more or less along the westerly Right-of-Way line of Encinitas Drive to a curve concave to the west; thence
19. South a distance of 7.03 feet more or less along said curve to a line that is parallel and a distance of 160 feet north from the north Right-of-Way line of Gramercy Place; thence
20. Southwest a distance of 219.64 feet more or less along said parallel line to a point along the east Right-of-Way line of Herrera Court; thence

21. Northwest a distance of 2.13 feet more or less along said east Right-of-Way line to the beginning of a curve concave to the south; thence
22. Southeast a distance of 182.66 feet more or less along said curve following the west Right-of-Way line of Herrera Court; thence
23. Southeast a distance of 49.67 feet more or less along said Right-of-Way line of Herrera Court to the beginning of a curve concave to the southwest; thence
24. South a distance of 44.42 feet more or less along said curve following the Right-of-Way line of Herrera Court; thence
25. Southeast a distance of 50.72 feet more or less along said Right-of-Way line; thence
26. Southwest a distance of 14.41 feet more or less along said Right-of-Way line to its intersection with the north Right-of-Way line of Gramercy Place; thence
27. Southwest a distance of 76.64 feet more or less along said north Right-of-Way line to the easterly boundary of Tract No. 19445, Map Book No. 159, Pages 25 through 26; thence
28. North 43° 31' 16" West a distance of 761.20 feet along said easterly boundary of Tract No. 19445; thence
29. South 57° 51' 43" West a distance of 226.58 feet along the northerly line of said Tract No. 19445; thence
30. South 24° 27' 45" East a distance of 322.17 feet more or less along the west boundary line of said Tract No. 19445; thence
31. Southeast a distance of 25.00 feet more or less; thence
32. South 24° 27' 45" East a distance of 85.00 feet more or less; thence
33. Southwest a distance of 25.00 feet more or less; thence
34. South 24° 27' 45" East a distance of 312.01 feet more or less to its intersection with the centerline of Gramercy Place; thence
35. Southwest along said centerline to the True Point of Beginning and containing 210.6 acres of land more or less.



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