ORDINANCE NO. 2010-260

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AMENDING ORDINANCE NOS. 3378, 94-95, 97-93, 2004-177, 2009-255 AND APPROVING AND ADOPTING THE FIFTH AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE WINDSOR REDEVELOPMENT PROJECT

WHEREAS, the Sonoma County Board of Supervisors adopted Ordinance No. 3378 on November 27, 1984, approving and adopting the Redevelopment Plan for the Windsor Redevelopment Project ("Redevelopment Plan" or "Plan"); and

WHEREAS, jurisdiction of the Windsor Redevelopment Project Area ("Project Area") was transferred from the County of Sonoma Community Development Commission to the Town of Windsor Redevelopment Agency ("Agency") by a Transfer Agreement dated February 24, 1993, and effective July 1, 1993, prepared pursuant to Health and Safety Code Section 33215; and

WHEREAS, the Agency, a public body corporate and politic, is a redevelopment agency duly organized pursuant to Community Redevelopment Law [("CRL")] (California Health and Safety Code Section 33000 et seq.) and pursuant thereto has responsibility to carry out the Redevelopment Plan for the Project Area and to formulate a redevelopment project or projects within the Town of Windsor; and

WHEREAS, the Plan has been amended a total of four (4) times (as amended, the "Existing Plan"): (1) on December 14, 1994, by Ordinance No. 94-95, to amended the Redevelopment Plan to conform to the limits required by Assembly Bill 1290 (Stats. 1993, ch 942); (2) on February 5, 1997, by Ordinance No. 97-93, to increase the financial limits, extend eminent domain and add public improvements; (3) on February 4, 2004, by Ordinance No. 2004-177, to extend Plan effectiveness by one year and debt repayment and receipt of tax increment per Senate Bill 1045 (Stats. 2003, Ch 260); and (4) August 19, 2009, by Ordinance No. 2009-255, to extend Plan effectiveness and debt repayment and receipt of tax increment an additional two years per Senate Bill 1096 (Stats. 2004, ch 211); and

WHEREAS, the ordinances adopting the Existing Plan (collectively, the "Original Ordinances") for the Windsor Redevelopment Project including the findings and determinations made by the Town Council therein are made a part hereof by reference, and are final and conclusive, there having been no action timely brought to question the validity of the Existing Plan; and

WHEREAS, the Agency again desires to amend the Existing Plan ("Fifth Amendment" or "Amendment") to: (1) extend Plan effectiveness by 10 years; (2) extend the time period for collection of tax increment and repayment of debt by 10 years; (3) increase the tax increment limit; (4) increase the bond debt limit; (5) repeal the debt establishment limit; (6) re-establish eminent domain over non-residential uses; (7) add certain public improvements and facilities to the list to eligible projects and facilities the Agency may undertake; (8) add territory ("Fifth Amendment Added Area" or "Added Area"); and (9) make certain technical corrections to the Redevelopment Plan; and

WHEREAS, the Agency has prepared an Amended and Restated Redevelopment Plan incorporating the Fifth Amendment ("Amended and Restated Redevelopment Plan"); and

WHEREAS, on December 8, 2009, the Planning Commission, by Resolution No. 576-09, determined the Amended and Restated Redevelopment Plan to be consistent with the Town of Windsor General Plan and recommended that the Agency and Town Council approve and adopt the Fifth Amendment; and

WHEREAS, the Agency, acting as the Lead Agency, prepared and circulated for public review and comment a Draft Environmental Impact Report (the "Draft EIR") on the proposed Fifth Amendment in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.* "CEQA"), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 *et seq.*, hereafter the "State CEQA Guidelines") and the local procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Town Council has received from the Agency the proposed Amended and Restated Redevelopment Plan, a copy of which is on file at Civic Center at 9291 Old Redwood Highway, Windsor, California, together with the Agency's Report to the Town Council on the proposed Fifth Amendment, including the reasons for the Fifth Amendment, descriptions of the physical and economic blighting conditions in the Project Area and the proposed Added Area; proposed projects and programs; the proposed method of financing the redevelopment of the Project Area as amended by the Fifth Amendment; a new Implementation Plan; a neighborhood impact report; a method or plan for relocation; an analysis of the Preliminary Plan; the report of the Planning Commission of the Town with respect to the conformity of the proposed Fifth Amendment with the General Plan; a summary of community consultations; the EIR; the report of the County Fiscal Officer prepared pursuant to CRL Section 33328 for the Fifth Amendment Added Area and the Agency's analysis thereof, including a summary of consultations with affected taxing entities; and

WHEREAS, a Project Area Committee was not required to be formed in connection with the Fifth Amendment because the Fifth Amendment does not contain authority for the Agency to use eminent domain to acquire properties on which any person resides; and

WHEREAS, the Town Council and the Agency held a joint public hearing on April 7, 2010, on the adoption of the proposed Fifth Amendment, the Agency's five year Implementation Plan and on the certification of the EIR prepared for said Fifth Amendment, in the Civic Center Council Chambers located at 9291 Old Redwood Highway, Windsor, California; and

WHEREAS, notice of said joint public hearing was duly and regularly published in a newspaper of general circulation in the Town, once a week for five successive weeks prior to the date of such joint public hearing, and a copy of said notice and affidavit of publication are on file with the Town Clerk; and

WHEREAS, copies of the notice of joint public hearing were mailed by first class mail to the last known address of each assessee of each parcel of land with the boundaries of the Project Area and proposed Added Area, as shown on the last equalized assessment roll of Sonoma County; and

WHEREAS, copies of the notice of joint public hearing were mailed by first class mail to all residents and businesses within the boundaries of the Project Area and the proposed Added Area; and

WHEREAS, copies of the notice of joint public hearing and the Agency's Report to Town Council were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property within the boundaries of the Project Area and proposed Added Area; and

WHEREAS, copies of the notice of joint public hearing and the Agency's Report to Town Council were mailed by certified mail with return receipt requested to the State Department of Finance and State Department of Housing and Community Development; and

WHEREAS, copies of the notice of the joint public hearing including the hearing on the Agency's Implementation Plan were posted in four permanent places in the Project Area and two permanent places in the proposed Added Area; and

WHEREAS, the Agency and the Town Council have reviewed and considered the EIR prepared for the proposed Fifth Amendment, and determined that the Fifth Amendment may have significant and unavoidable impacts even with mitigation measures, including impacts that could contribute to the cumulative degradation or loss of paleontological, archaeological, or historic resources including human remains resulting from redevelopment projects and redevelopment engendered development; and based on the foregoing, the Agency and the Town Council have each adopted a Statement of Overriding Considerations, and a Mitigation Monitoring Plan; and

WHEREAS, the Town Council has considered the report and recommendation of the Planning Commission, the Agency's Report to Town Council including a new Implementation Plan incorporated therein, the Amended and Restated Redevelopment Plan, has provided an opportunity for all persons to be heard, and has received and considered all evidence and testimony presented for or against any and all aspects of the Fifth Amendment, and if necessary, has made written findings in response to each written objection of an affected property owner or taxing entity, if any, filed with the Town Clerk before or during such joint public hearing; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies.

NOW, THEREFORE, the Town Council of the Town of Windsor does ordain as follows:

Section 1: The purposes and intent of the Town Council with respect to the Fifth Amendment are to: (1) extend plan effectiveness for the Project Area by ten years; (2) extend the time period for collection of tax increment and repayment of debt for the Project Area by ten years; (3) increase the tax increment limit for the Project Area; (4) increase the bond debt limit to be

applicable to the Project Area and proposed Added Area; (5) repeal the debt establishment limit for the Project Area; (6) re-establishing eminent domain over non-residential uses in the Project Area and establish eminent domain over non-residential uses in the proposed Added Area; (7) add certain public improvements and facilities to the list of eligible projects and facilities the Agency may undertake; (8) add territory totaling approximately 202 acres; and (9) make certain technical corrections, revise and update the various text provisions within the Redevelopment Plan to conform to the requirements of the CRL. These actions will enable the Agency to continue to carry out and complete the work of redevelopment and the elimination of blighting conditions within the Project Area and will provide the tools to enable the Agency to eliminate blighting conditions and to provide for the revitalization and redevelopment of the proposed Added Area.

Section 2: Based on the evidence in the record, including, but not limited to, the Agency's Report to the Town Council for the Fifth Amendment prepared in accordance with CRL Sections 33333.11, 33352, 33451.5 and 33457.1, and all documents referenced therein, and evidence and testimony received at the joint public hearing on adoption of the Fifth Amendment held on April 7, 2010, the Town Council hereby makes the following findings and determinations in connection with the adoption of the Fifth Amendment:

(a) Significant blight remains within the Project Area, this finding is based on the following facts, as more particularly set forth in the Agency's Report to the Town Council: the Project Area continues to suffer from a combination of blighting physical and economic conditions, in that there are still areas where there are buildings which are unsafe or unhealthy for persons to live or work due to serious code violations, and construction that is vulnerable to geological hazards from flooding; physical factors hindering the viable use or capacity of buildings or lots; incompatible land uses, and parcels of irregular shape and inadequate size that are in multiple ownership which impairs use and reinvestment; depreciated or stagnant property values; hazardous materials contamination sites, serious residential overcrowding and disproportionally high rate of crime. The sum of these blighting conditions is significant and of the magnitude to warrant continued Agency assistance.

(b) The significant remaining blight within the Project Area cannot be eliminated without extending the effectiveness time limit of the Redevelopment Plan and the time period to repay debt and collect tax increment from the Project Area. This finding is based on the following facts, as more particularly set forth in the Agency's Report to Town Council, that the increase in the tax increment limit combined with the additional ten years of Plan effectiveness and receipt of tax increment will provide the Agency additional non-housing funds to assist the private sector in eliminating blighting conditions, marketing the Project Area and making additional public improvements to reduce the possibility of flooding and further entice new private sector investment. Of the total increase in non-housing funds projected from the proposed Fifth Amendment, a necessary portion is generated as a result of the ten-year extension combined with the increase in the tax increment limit. Without this additional funding, there would be a shortfall to implement non-housing programs designed to eliminate significant remaining blight in the Project Area. The Fifth Amendment will also provide the Agency with

additional affordable housing set-aside funds, as well as additional time (ten years) for the maintenance of development controls to ensure that redevelopment in the Project Area is stabilized.

(c) The significant remaining blight within the Project Area cannot be eliminated without the establishment of additional debt and the increase in the number of dollars to be allocated to the Agency. This finding is based on the following facts, as more particularly set forth in the Agency' report to the Town Council, that the increase in the tax increment limit combined with the additional ten years of Plan effectiveness and receipt of tax increment will provide the Agency additional non-housing funds to assist in the private sector in eliminating blighting conditions, marketing the Project Area and making additional public improvements to reduce the possibility of flooding and to further entice new private sector investment. Of the total increase in non-housing funds projected from the Fifth Amendment, a necessary portion is generated within the Project Area as a result of the ten-year extension combined with the increase in the tax increment limit. Without this additional funding, there would be a shortfall to implement non-housing programs designed to eliminate significant remaining blight in the Project Area.

(d) The significant remaining blight within the Project Area cannot be eliminated without the use of eminent domain. This finding is based on the following facts, as more particularly set forth in the Agency's Report to Town Council, that the Agency's redevelopment efforts would be impaired without the ability to assemble properties into parcels suitable for modern development or to acquire properties that have been abandoned or are suffering from hazardous materials contamination.

(e) The proposed Added Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the CRL. This finding is based on the following facts, as more particularly set forth in the Agency's Report to the Town Council:

(1) The proposed Added Area is a predominantly urbanized area in that 86 percent of the land in the proposed Added Area has been or is developed for urban uses or is an integral part of an area developed for urban uses.

(2) The proposed Added Area is characterized by and suffers from a combination of blighting physical and economic blighting conditions impacting the proposed Added Area, including among others, buildings in which it is unsafe or unhealthy for persons to live or work due to serious building code violations and construction that is vulnerable to serious damage from flooding; conditions hindering the viable use or buildings or lots; the existence of parcels of inadequate size and irregular shape that are in multiple ownership; depreciated or stagnant property values; impaired property values due in significant part to hazardous wastes, and serious residential overcrowding.

(3) The combination of the conditions affect the proposed Added Area referred to in subparagraph (2) above is so prevalent and so substantial that it causes a reduction of, or

lack of, proper utilization of the proposed Added Area to such an extent that it constitutes a serious physical and economic burden on the Town what cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment.

(f) The Fifth Amendment will enable the Project Area as amended to include the proposed Added Area, to be redeveloped in conformity with the CRL and in the interests of the public peace, health, safety and welfare. This finding is based upon the fact that the purposes of the CRL would be attained by implementing the Redevelopment Plan as amended by the Fifth Amendment to eliminate conditions of blight in the Project Area and proposed Added Area and prevent their recurrence through the implementation of the Agency's proposed projects and programs in conjunction with other public and private projects and programs.

(g) The adoption and carrying out of the Fifth Amendment is economically sound and feasible. This finding is based on the facts that under the Redevelopment Plan, as proposed to be amended by the Fifth Amendment, the Agency will be authorized to seek and utilize a variety of potential financing resources, including property tax increment revenues; that the nature and timing of public redevelopment assistance within the Project Area and proposed Added Area will continue to depend upon the amount and availability of such financing resources, including tax increment generated by new investment in the Project Area and proposed Added Area; that under the Redevelopment Plan, as proposed to be amended, no public redevelopment activity can be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity; and that the financing plan included within the Agency's Report to the Town Council prepared for the Fifth Amendment demonstrates that sufficient financial resources will be available to carry out the implementation of the Redevelopment Plan, as proposed to be amended and will allow flexibility within the Project Area and the proposed Added Area in addressing the most pressing needs and in responding to market forces more effectively.

(h) The Fifth Amendment is consistent with the General Plan, including, but not limited to, the Housing Element of the General Plan, which substantially complies with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. This finding is based upon the General Plan and the findings of the Planning Commission that the Fifth Amendment conforms to the General Plan as set forth in its Resolution No. 576-09 adopted on December 8, 2009.

(i) The carrying out of the Fifth Amendment would promote the public peace, health, safety and welfare of the Town and would effectuate the purposes and policies of the CRL. This finding is based on the fact that redevelopment will benefit the Project Area and the proposed Added Area as a whole by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the economic and physical conditions of the Project Area and the proposed Added Area.

(j) The condemnation of real property within the Project Area and the proposed Added Area, as provided for in the Fifth Amendment, is necessary to the execution of the

Redevelopment Plan, as amended by the Fifth Amendment, and adequate provisions have been made for payment for property to be acquired as provided by law. This finding is based upon the facts set forth in the Agency's Report to the Town Council, in particular, that without eminent domain authority, the Agency's redevelopment efforts may be impaired. This finding is further based on the fact that in connection with the acquisition of property by the Agency, the Agency will comply with all applicable provisions of the California Eminent Domain Law (Code of Civil Procedure Section 1230.010 *et seq.*) and the California Relocation and Real Property Acquisition Laws (Government Code Section 7260 *et seq.*), including provisions requiring the payment of just compensation, and the fact that the Fifth Amendment does not authorize the use of eminent domain to acquire real property on which persons reside.

(k) The Agency has a feasible method and plan for the relocation of families and persons who might be displaced, temporarily or permanently, from housing facilities in the Project Area and the proposed Added Area. The Agency also has a feasible method and plan for relocation of businesses. This finding is based upon the fact that the Agency will provide relocation assistance according to law, and the fact that such assistance, including relocation payments, constitutes a feasible method for relocation.

(l) There are, or shall be provided, within the Project Area, proposed Added Area, or within other areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who might be displaced from the Project Area or the proposed Added Area, decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to CRL Sections 33411 and 33411.1, and dwelling units housing persons and families of low or moderate-income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to CRL Sections 33334.5, 33413 and 33413.5.

(m) All noncontiguous areas of the proposed Added Area are either blighted or necessary for effective redevelopment and are not included for the sole purpose of obtaining the allocation of taxes from the proposed Added Area pursuant to Section 33670.

(n) Inclusion of any lands, buildings, or improvements in the proposed Added Area which are not detrimental to the public health, safety or welfare is necessary for the effective redevelopment of the entire area of which they are a part, and any such area is not included solely for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to CRL Section 33670 without other substantial justification for its inclusion. This finding is based upon the fact that all properties within the proposed Added Area boundaries were included because they were underutilized because of blighting influences, or were affected by the existence of blighting influences, or were necessary either to accomplish the objectives and benefits of the Redevelopment Plan as amended by the Fifth Amendment or because of the need to impose uniform requirements on the proposed Added Area as a whole.

(o) The elimination of blight and the redevelopment of the Project Area and proposed Added Area could not reasonably be expected to be accomplished by private enterprise acting alone, or by governmental action, or both, without the aid and assistance of the Agency. This finding is based upon the existence of blighting influences, including the lack of adequate public improvements, as identified within the Agency's Report to the Town Council prepared for the Fifth Amendment, and the inability of individual property owners or developers to economically remove these blighting influences without public assistance, and the inadequacy of other governmental programs and financing mechanisms to eliminate blight, including the provision of adequate public improvements and facilities.

(p) The proposed Added Area is a predominantly urbanized area as defined by subdivision (b) of CRL Section 33320.1. This finding is based upon the facts, as more particularly set forth in the Agency's Report to the Town Council, that 86 percent of the land in the proposed Added Area has been or is developed for urban uses or is an integral part of an area developed for urban uses.

(q) The time limitations in the established by the Fifth Amendment, are reasonably related to the proposed projects and programs to be implemented in the Project Area and the proposed Added Area and the ability of the Agency to eliminate significant blighting conditions within the Project Area and the proposed Added Area. This finding is based upon the facts that redevelopment depends, in large part, upon private market forces beyond the control of the Agency and shorter time limitations would impair the Agency's ability to be flexible and respond to market conditions as and when appropriate and would impair the Agency's ability to maintain development standards and controls over a period of time sufficient to assure area stabilization. In addition, shorter time limitations would limit the revenue sources and financing capacity necessary to carry out proposed projects and programs in the Project Area and the proposed Added Area.

(r) The implementation of the Fifth Amendment will improve or alleviate the physical and economic conditions of blight in the Project Area and the proposed Added Area, as described in the Agency's Report to the Town Council. This finding is based upon the facts, as more particularly set forth in the Agency's Report to the Town Council, that the proposed projects and programs to implement the Fifth Amendment are focused upon actions that improve or alleviate identified blighting conditions and that the means of financing the proposed projects and programs has been satisfactorily demonstrated.

(s) The Town of Windsor Redevelopment Agency has made the findings required pursuant to Health and Safety Code Section 33333.10(h).

Section 3: The Town Council is satisfied that permanent housing facilities will be available within three years from the time residential occupants of the Project Area or the proposed Added Area, if any, are displaced, and that pending the development of such facilities, there will be available to any such displaced residential occupants temporary housing facilities at rents comparable to those in the Town at the time of their displacement. This finding is based upon

the Town Council's finding that no persons or families of low and moderate income shall be displaced from residences unless and until there are suitable housing units available and ready for occupancy by such displaced persons or families 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.

Section 4: The Town Council is satisfied the written findings have been adopted in response to written objections to the Fifth Amendment, if any, received at or before the noticed joint public hearing from affected property owners and taxing agencies. Having considered all evidence and testimony presented for or against any and all aspects of the Fifth Amendment, the Town Council hereby overrules all written and oral objections to the Fifth Amendment.

Section 5: The Redevelopment Plan as adopted by the Sonoma County Board of Supervisors on November 27, 1984; transferred from the County of Sonoma Community Development Commission to the Town of Windsor Redevelopment Agency effective July 1, 1993; and previously amended on December 14, 1994 by Ordinance No 94-95; on February 5, 1997 by Ordinance No. 97-93; on February 4, 2004, by Ordinance No. 2004-177; and on August 19, 2009, by Ordinance No. 2009-255, is hereby further amended as set forth in the proposed "Amended and Restated Redevelopment Plan for the Windsor Redevelopment Project," attached hereto as Exhibit A, incorporated herein by reference, and designated as the official Redevelopment Plan for the Windsor Redevelopment Project.

Section 6: In order to implement and facilitate the effectuation of the Fifth Amendment hereby approved, it may be necessary for the Town Council to take certain actions, and accordingly, this Town Council hereby (a) pledges its cooperation in helping to carry out the Fifth Amendment, (b) authorizes and directs the various officials, departments, boards, and agencies of the Town having administrative responsibilities in the Project Area, including the proposed Added Area, likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with redevelopment of the Project Area including the proposed Added Area pursuant to the Fifth Amendment, (c) stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Fifth Amendment, and (d) declares its intention to undertake and complete any proceeding necessary to be carried out by the Town under the provisions of the Fifth Amendment.

Section 7: The Town Clerk or designee is hereby directed to send a certified copy of this Ordinance to the Agency, whereupon the Agency is vested with the responsibility for carrying out the Redevelopment Plan as amended by the Fifth Amendment.

Section 8: The Town Clerk or designee is hereby directed to record with the County Recorder of the Sonoma County not later than 60 days after adoption of this Ordinance, a statement that the redevelopment plan has been amended. The statement shall contain a description of the land within the proposed Added Area, a prominent heading in boldface type noting that the property within the proposed Added Area is located within a redevelopment project, general description of the provisions of the Redevelopment Plan as amended that authorized the use of power of eminent domain within the proposed Added Area and a general description of the limitations on the uses of eminent domain including the exemption of properties on which persons reside and

the 12 year time limit from adoption of this Ordinance to initiate eminent domain proceedings. For the Project Area the statement shall contain a description of the land within the Project Area and a description of the changes to the Redevelopment Plan.

Section 9: The Building Department of the Town is hereby directed for a period of two (2) years after the effective date of this Ordinance to advise all applicants for building permits within the proposed Added Area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

Section 10: The Town Clerk or designee is hereby directed to transmit a copy of the description and statement recorded with the County Recorder pursuant to Section 8 of this Ordinance, a copy of this Ordinance, and a map or plat indicating the boundaries of the proposed Added Area, to the Auditor-Controller and Assessor of Sonoma County, to the governing body of each of the taxing agencies which receives taxes from property in the Project Area, as amended, and to the State Board of Equalization within thirty (30) days following the adoption of the Fifth Amendment.

Section 11: The Town Clerk is hereby ordered and directed to certify to the passage of this Ordinance and to cause the same or a summary thereof to be published in a newspaper of general circulation, which is published and circulated in the Town of Windsor within fifteen (15) days of adoption of this Ordinance.

Section 12: This Ordinance shall be in full force and effect ninety (90) days after its passage.

Section 13: If any part of this Ordinance or the Fifth Amendment which it approves, is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Fifth Amendment, and this Town Council hereby declares that it would have passed the remainder of the Ordinance, or approved the remainder of the Fifth Amendment, if such invalid portion thereof had been deleted.

PASSED, APPROVED AND ADOPTED this 21st day of April 2010, by the following vote:

AYES: **COUNCILMEMBERS ALLEN, FUDGE, GOBLE, SCHOLAR AND MAYOR SALMON**
NOES: **NONE**
ABSTAIN: **NONE**
ABSENT: **NONE**

SAM SALMON, MAYOR

ATTEST:

BRIGITTE GRAHAM, DEPUTY TOWN CLERK

Attachment:
Exhibit A

EXHIBIT A

FIFTH AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE WINDSOR REDEVELOPMENT PROJECT AS CONTAINED WITHIN THE AMENDED AND RESTATED REDEVELOPMENT PLAN FOR THE WINDSOR REDEVELOPMENT PROJECT

AMENDED AND RESTATED REDEVELOPMENT PLAN

FOR THE

WINDSOR REDEVELOPMENT PROJECT

DRAFT

JANUARY 2010

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AMENDED AND RESTATED
REDEVELOPMENT PLAN
FOR
WINDSOR REDEVELOPMENT PROJECT

I. [§100] INTRODUCTION

This is the Amended and Restated Redevelopment Plan (the "Plan") for the Windsor Redevelopment Project (the "Project") in the Town of Windsor (the "Town"), County of Sonoma (the "County"), and State of California. This Plan was prepared by the Town of Windsor Redevelopment Agency (the "Agency") pursuant to the Community Redevelopment Law of the State of California (CRL; Health and Safety Code Section 33000 et seq.), the California Constitution, and all applicable local laws and ordinances.

The Town of Windsor has one redevelopment project, the Windsor Redevelopment Project. The Amended and Restated Redevelopment Plan describes the Agency's authorities, responsibilities and limitations in implementing redevelopment in the Windsor Redevelopment Project. The Amended and Restated Redevelopment Plan is a legal document that incorporates the required components of a redevelopment plan as defined by the CRL rather than a specific plan of actions.

A. [Section 101] Project History

The original Redevelopment Plan for the Windsor Redevelopment Project ("Redevelopment Plan") was adopted by the County in 1984 when Windsor was an unincorporated area. The Town was incorporated in 1992 and the Project was transferred to the Town in 1993. The original project area ("Original Project Area") totals 468 acres. The Redevelopment Plan has been amended five times including the addition of 202 acres in 2010 for a combined area of 670 acres.

The first amendment adopted by Ordinance No. 94-95 on December 14, 1994, amended the Redevelopment Plan to conform to the limits required by Assembly Bill 1290. The second amendment adopted by Ordinance No. 97-93 on February 5, 1997, amended the Redevelopment Plan to increase the financial limits, extend eminent domain and add public improvements. The third amendment adopted by Ordinance No. 2004-177 on February 4, 2004, amended the Redevelopment Plan to extend Plan effectiveness by one year and debt repayment/receipt of tax increment per Senate Bill 1045. The fourth amendment adopted Ordinance No. 2009-255 on August 19, 2009, extended the Redevelopment Plan effectiveness limit by two years until November 27, 2017, and the time period to collect tax increment and repay debt until November 27, 2027 per Senate Bill 1096.

The fifth amendment adopted by Ordinance No._____ on _____, 2010, extended the Redevelopment Plan effectiveness by 10 years, extended the time period for collection of tax increment/repayment of debt by 10 years, increased the tax increment limit, increased the bond debt limit, repealed the debt establishment limit, re-established eminent domain over non-residential uses, added certain public improvements and

facilities to the list to eligible projects the Agency may undertake, added territory ("Fifth Amendment Added Area" or "Added Area") totaling 202 acres and made certain technical corrections, revising and updating the various text provisions within the Redevelopment Plan as incorporated in this Amended and Restated Redevelopment Plan to conform to the requirements of the CRL.

The CRL time and financial limits for the areas included within this Amended and Restated Redevelopment Plan are outlined in the attached Table 1 with the limits of the fifth amendment ("Fifth Amendment") specified.

B. [Section 102] General

For purposes of this Plan, the area included in the Original Project Area and the Fifth Amendment Added Area are collectively referred to as the "Project Area". Provisions of this Plan that are specific to the Original Project Area or Fifth Amendment Area are so noted. This Amended and Restated Redevelopment Plan replaces and supersedes the original Redevelopment Plan as previously amended. This Plan consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Redevelopment Land Use Map (Attachment No. 3), and the Potential Public Improvements (Attachment No. 4). In accordance with the CRL, Section 502 of this Plan contains a limit on the total maximum number of dollars of taxes that may be allocated to the Agency from the Original Project Area and one limit on the maximum amount of debt that may be outstanding at one time for the Project Area.

The proposed redevelopment of the Project Area as described in this Plan is consistent with the Town of Windsor General Plan (the "General Plan") as amended from time to time, and as applied in accordance with local codes and ordinances. This Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission of the Town of Windsor (the "Planning Commission") on August 25, 2009, by Resolution No. 573-09.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the area within the Project Area. Because of the long-term nature of this Plan and the need to retain the Agency's flexibility to respond to market and economic conditions, property owner and developer interests, and opportunities from time to time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation, and revitalization of the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established, and specific solutions will be proposed and by which tools are provided to the Agency to fashion, develop, and proceed with such specific plans, projects, and solutions.

Table 1 - TIME AND FINANCIAL LIMITS

PROJECT ADOPTION DATE	DEBT ESTABLISHMENT	PLAN EFFECTIVENESS	DEBT REPAYMENT (RECEIPT OF T.I.)	TAX INCREMENT	BOND DEBT	EMINENT DOMAIN
Redevelopment Plan adopted by Sonoma County by Ordinance No. 3378 on November 27, 1984	November 27, 2013 (29 years from adoption)	November 27, 2014 (30 years from adoption)	NA	$20 Million	$8.5 Million	11/27/96 (12 years)
Redevelopment Plan transferred to the Town of Windsor by transfer agreement dated February 24, 1993 and effective July 1, 1993. (Town incorporated on July 1, 1992)						
Amendment No. 1 conformed limits to AB1290 adopted by Ordinance No. 94-56 on December 14, 1994	November 27, 2014 (30 years from original adoption date)					
Amendment No. 2 adopted by Ordinance No. 97-93 on February 5, 1997 increased financial limits, extended eminent domain and added public improvements (intermodal facility)			November 27, 2024 (40 years from original adoption date)	$62 million	$17 million	February 5, 2009 (12 years from amendment adoption)
Amendment No. 3 adopted by Ordinance No. 2004-177 on February 4, 2004, extended plan effectiveness and debt repayment/receipt of tax increment per SB1045		November 27, 2015 (Plus one year for ERAF per 1045)	November 27, 2025 Plus one year for ERAF per 1045)			
Amendment No. 4 adopted by Ordinance No. 2009-255 on August 19, 2009, extended plan effectiveness and debt repayment/receipt of tax increment per SB1096		November 27, 2017 (Plus two years for ERAF per 1096)	November 27, 2027 (Plus two years for ERAF per 1096)			
CURRENT LIMITS	**November 27, 2014**	**November 27, 2017**	**November 27, 2027**	**$62 million**	**$17 million**	**Expired**
Pending – Amendment No. 5: 1) extends plan effectiveness by 10 years; 2) extends the time period for collection of tax increment/repayment of debt by 10 years; 3) increases the tax increment limit; 4) increases the bond debt limit; 5) repeals the debt establishment limit; 6) re-establishes eminent domain over non-residential uses; 7) adds certain public improvements and facilities to the list to eligible projects the Agency may undertake; 8) adds territory; and 9) makes certain technical corrections to the Redevelopment Plan.	Repeal for Original Project Area and 20 years from adoption for Added Area	November 27, 2027 for Original Project Area and 30 years from adoption for Added Area	November 27, 2037 for Original Project Area and 45 years from adoption for Added Area	$370 million for Original Project Area. No limit for Added Area	$120 million for Original Project Area and Added Area	12 years from adoption of amendment (residential uses excluded)

Date last modified 11/17/09

The purposes of the Community Redevelopment Law will be attained through the implementation of the major goals and objectives of this Plan outlined below. In general, the goals and objectives of the Project Area are as follows:

GOALS AND OBJECTIVES

1. Revitalize Windsor's historic downtown so that it may become an efficient and attractive center for commercial, residential, tourist, and office activity to serve a growing community.

2. Strengthen existing residential neighborhoods and expand the stock of affordable housing within the Project Area.

3. Assist property owners and businesses to intensify commercial, mixed, and related use activities through rehabilitation of structures and new construction.

4. Enhance the efficiency, safety, and appearance of Windsor River Road and Windsor Road, so that they may serve as the main thoroughfares and focal points of a revitalized downtown.

5. Improve vehicular and pedestrian accessibility to the historic downtown area from both within and outside the Project Area so that the downtown area may be redeveloped for modern commercial, civic, and related uses in accordance with the Town of Windsor's General Plan.

6. Implement the vision for Old Redwood Highway as a mixed-use corridor providing opportunities for additional housing, retail and jobs for the Town.

7. Provide public parks, open space, civic and community facilities in a manner that will create a focus of civic and economic activity facilitating overall development of the Project Area.

8. Enhance public health and safety and enable a shorter response time for fire and/or emergency services in the Project Area.

9. Assist in the new construction of affordable housing and in the rehabilitation of existing housing in the Project Area.

10. Assist in correcting public infrastructure and public open space deficiencies.

11. Provide suitable affordable replacement housing for any household that may be displaced in undertaking other redevelopment project activities.

II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference.

III. [§300] PROPOSED REDEVELOPMENT ACTIONS

A. [§301] General

The Agency proposes to eliminate and prevent the spread of blight and deterioration in the Project Area by:

1. Permitting participation in the redevelopment process by owners of properties located in the Project Area consistent with this Plan and rules adopted by the Agency;

2. The acquisition of real property;

3. The elimination of areas experiencing economic dislocation and disuse;

4. The replanning, redesign and/or redevelopment of areas which are stagnant or improperly utilized, and which would not be accomplished by private enterprise acting alone without public participation and assistance;

5. The protection and promotion of sound development and redevelopment of blighted areas and the general welfare of citizens of the Town by remedying such injurious conditions through the employment of appropriate means;

6. The installation of new or replacement of existing public improvements, facilities, and utilities in areas that are currently inadequately served with regard to such improvements, facilities and utilities;

7. The development and rehabilitation of improved housing opportunities in the Project Area including housing opportunities for low and moderate income persons and families;

8. Providing relocation assistance to displaced persons and business concerns;

9. The demolition or removal of certain buildings and improvements;

10. Providing for participation by owners presently located in the Project Area and the extension of preferences to business occupants desiring to remain or reenter into business within the redeveloped Project Area;

11. The installation, construction, or reconstruction of streets, utilities, and other public improvements;

12. The disposition of property for uses in accordance with this Plan;

13. The redevelopment of land by private enterprise or public agencies for use in accordance with this Plan;

14. The rehabilitation of structures and improvements by present owners, their successors, and the Agency; and

15. Providing for the retention of controls and the establishment of restrictions or covenants running with the land so that property will continue to be used in accordance with this Plan.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law.

B. [§302] Participation Opportunities; Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§303] Opportunities for Owners and Business Occupants

In accordance with this Plan and the rules for participation adopted by the Agency pursuant to this Plan and the Community Redevelopment Law, persons who are owners of real property in the Project Area shall be given a reasonable opportunity to participate in the redevelopment of the Project Area consistent with the objectives of this Plan.

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to remain or reenter into business within the redeveloped Project Area if they otherwise meet the requirements prescribed in this Plan and the rules adopted by the Agency.

2. [§304] Rules for Participation Opportunities, Priorities, and Preferences

In order to provide opportunities to owners to participate in the redevelopment of the Project Area and to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the Agency shall promulgate rules for participation by owners and the extension of preferences to business tenants for reentry within the redeveloped Project Area.

3. [§305] Participation Agreements

The Agency shall require, as a condition of financial participation in development, each participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, use and maintain the property in conformance with this Plan and to be subject to the provisions hereof. In such agreements, participants may be required to join in the recordation of such documents as may be necessary to ensure the property will be developed and used in accordance with this Plan and the participation agreement. 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.

In the event a participant fails or refuses to rehabilitate, develop, use and/or maintain its real property pursuant to this Plan and a participation agreement, the Agency will exercise any or all rights or remedies it may have in order to provide for the rehabilitation, development, use and/or maintenance of the real property in accordance with this Plan.

4. [§306] Conforming Owners

The Agency may, at its sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan. However, a conforming owner may be required to enter into a participation agreement with the Agency in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Project Area.

5. [§307] Implementing Rules

The provisions of Sections 302 through 306 shall be implemented according to the rules adopted by the Agency prior to the approval of this Plan, and the same may be from time to time amended by the Agency. Where there is a conflict between the participation and re-entry preference provisions in this Plan and such rules adopted by the Agency, the Plan shall prevail.

C. [§308] Cooperation with Public Bodies

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

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. Any public body which 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. All plans for development of property in the Project Area by a public body shall be subject to Town approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to insure that present uses and any future development by public bodies will conform to the requirements of this Plan. To the extent now or hereafter permitted by law, the Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements that are or would be of benefit to the Project.

D. [§309] Property Acquisition

1. [§310] Real Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area by gift, devise, exchange, lease, purchase or any other lawful method, including eminent domain, except that eminent domain shall not be utilized to acquire properties upon which any person resides. For the purposes of this Plan, "properties upon which any person resides" shall mean that a person actually lives on the property.

It is in the public interest and is necessary in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area that cannot be acquired by gift, devise, exchange, purchase or any other lawful method provided, however, that the Agency shall not use the power of eminent domain to acquire any real property that is occupied as a residence. No eminent domain proceeding to acquire real property within the Project Area shall be commenced after twelve (12) years from the effective date of the ordinance approving and adopting the Fifth Amendment. Such time limitation may be extended only by amendment of this Plan.

The Agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

The Agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner unless: (a) such building requires structural alteration, improvement, modernization, or rehabilitation; (b) the site, or lot on which the building is situated, requires modification in size, shape, or use; or (c) it is necessary to impose upon such property any of the controls, limitations, restrictions, and requirements of this Plan and the owner fails or refuses to execute a participation agreement in accordance with the provisions of this Plan.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed, unless the Agency and the private owner enter into a participation agreement and the owner completes his responsibilities under the participation agreement.

2. [§311] Personal Property

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

E. [§312] 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 rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

F. [§313] Payments to Taxing Agencies

Pursuant to Sections 33607.5 and 33607.7 of the Community Redevelopment Law, the Agency is required to and shall make payments to affected taxing entities to alleviate the financial burden and detriment that the affected taxing entities may incur as a result of the adoption and amendment of this Plan. The payments made by the Agency shall be calculated and paid in accordance with the requirements of Sections 33607.5 and 33607.7, as applicable.

G. [§314] Relocation of Person, Business Concerns, and Other Displaced by the Project

1. [Section 315] Relocation Housing Requirements

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 persons or families until such housing units are available and ready for occupancy.

Permanent housing facilities shall be made available within three years from the time occupants are displaced. Pending the development of such facilities, adequate temporary housing facilities shall be made available to such displaced occupants at rents comparable to those in the community at the time of their displacement.

2. [Section 316] Replacement Housing Plan

Not less than thirty days prior to the execution of an agreement for acquisition of real property, or the execution of an agreement for the disposition and development of property or the execution of an owner participation agreement, which agreement would lead to the destruction or removal of dwelling units from the low and moderate income housing market, the Agency shall adopt by resolution, a replacement housing plan.

The replacement housing plan shall include: (1) the general location of housing to be rehabilitated, developed, or constructed pursuant to Section 33413 of the Community Redevelopment Law: (2) an adequate means of financing such rehabilitation, development, or construction; (3) 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; (4) the number of dwelling units housing persons and families of low or moderate income planned for construction or rehabilitation; and (5) the

timetable for meeting the plan's relocation, rehabilitation, and replacement housing objectives. A dwelling unit whose replacement is required by Section 33413 shall not be destroyed or removed from the low and moderate income housing market until the Agency has by resolution adopted a replacement housing plan.

Nothing in this section shall prevent the Agency from destroying or removing from the low and moderate income housing market a dwelling unit which the Agency owns and which is an immediate danger to health and safety. The Agency shall, as soon as practicable, adopt by resolution, a replacement housing plan with respect to such dwelling unit.

3. [Section 317] Assistance in Finding Other Locations

The Agency shall assist all persons (including individuals and families), business concerns, and others displaced by Agency action in the Project Area in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns, and others, if any, displaced from their respective places of residence or business, the Agency shall assist such persons (including individuals and families), business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. Such assistance shall be provided pursuant to the California Relocation Assistance Law (Government Code Section 7260 et seq.) and Agency rules and regulations adopted pursuant thereto as such may be amended from time to time. The Agency may also provide housing inside or outside the Project Area for displaced persons.

4. [Section 318] Relocation Payments

The Agency shall make all relocation payments required by law to persons (including individuals and families), business concerns, and other displaced by the Agency from property in the Project Area. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260 et seq.) and Agency rules and regulations adopted pursuant thereto as such may be amended from time to time. The Agency may make such other payments as it may deem appropriate and for which funds are available.

H. [§319] Demolition, Clearance, and Building and Site Preparation

1. [§320] Demolition and Clearance

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. [§321] Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, playgrounds, and other public improvements necessary to carry out this Plan.

Prior consent of the Town Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities, or other improvements which an owner or operator of the site would otherwise be obligated to provide.

I. [§322] Property Disposition and Development

1. [§323] Real Property Disposition and Development

a. [§324] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding. Property acquired by the Agency for rehabilitation and resale shall be offered for resale within one (1) year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

Real property acquired by the Agency may be conveyed by the Agency without charge to the Town and, where beneficial to the Project Area, without charge to any public body. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

All purchasers or lessees of property acquired from the Agency 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.

b. [§325] Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, is subject to the provisions of this Plan.

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

Leases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Sonoma County.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such non-discrimination and non-segregation clauses as required by law.

c. [§326] Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any publicly-owned building, facility, structure, or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the buildings, facilities, structures, and other improvements identified in Attachment No. 4, attached hereto and incorporated herein by reference, and may acquire or pay for the land required therefore.

In addition to the public improvements authorized under Section 321 and the publicly-owned improvements identified in Attachment No. 4 of this Plan, the Agency is authorized to install and construct, or to cause to be installed and constructed, within or without the Project Area, for itself or for any public body or entity for the benefit of the Project Area, public improvements and public utilities, including, but not limited to, the following: (1) sewers; (2) natural gas distribution systems; (3) water distribution systems; (4) parks, plazas, and pedestrian paths; (5) parking facilities; (6) landscaped areas; (7) street improvements; and (8) storm water facilities.

The Agency may enter into contracts, leases, and agreements with the Town or other public body or entity pursuant to this Section 326, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 502 of this Plan or out of any other available funds.

d. [§327] Development Plans

All development plans (whether public or private) shall be submitted to the Town for approval. All development in the Project Area must conform to Town design review standards.

2. [§328] Real Property Disposition and Development

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

J. [§329] Rehabilitation, Conservation, and Moving of Structures

1. [§330] Rehabilitation and Conservation

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 assist in the rehabilitation and conservation of property in the Project Area not owned by the Agency.

2. [§331] Moving of Structures

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

K. [§332] Low and Moderate Income Housing

1. [Section 333] Authority Generally

The Agency may, inside or outside the Project Area, acquire land, improve sites, or construct or rehabilitate structures 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. The Agency may also sell, lease, grant, or donate real property owned or acquired by the Agency to non-profit or for-profit housing developers and may otherwise cooperate with the Agency in carrying out the provisions of Section 334 herein below.

2. [Section 334] Replacement Housing

In accordance with Sections 33334.5 and 33413 of the Community Redevelopment Law, 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 that 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, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income, an equal number of replacement dwelling units which have an equal or greater number of bedrooms as those destroyed or removed units at affordable housing costs, as defined by Sections 50052.5 and 50053 of the Health and Safety Code, within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Sections 33413 and 33413.5 of the Community Redevelopment Law. All (100%) of the replacement dwelling units shall be available at affordable housing cost 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.

3. [Section 335] Increase, Improve and Preserve the Supply

Pursuant to Sections 33334.2 and 33334.6 of the Community Redevelopment Law, not less than 20 percent of all taxes that are allocated to the Agency from the Project Area pursuant to the Section 33670 of the Community Redevelopment Law and Section 502 of this Plan shall be deposited into a separate Low and Moderate Income Housing Fund and used by the Agency for the purposes of increasing, improving and preserving the Town's supply of low and moderate income housing available at affordable housing costs, as defined by Sections 50052.5 and 50053 of the Health & Safety Code, to persons and families of low or moderate income, as defined in Section 50093 of the Health & Safety Code, lower income households, as defined in Section 50079.5 of the Health & Safety Code, and extremely low income households, as defined in Section 50106 of the Health & Safety Code, unless one of the findings permitted by Section 33334.2 is made annually by resolution. Commencing in the first fiscal year following the date of adoption of the ordinance approving and adopting the Fifth Amendment, the amount of the deposit into the Low and Moderate Income Housing Fund attributable to the taxes allocated to the Agency from the Original Project Area pursuant to Section 33670 of the Community Redevelopment Law and Section 502 of this Plan shall be increased to 30 percent as required by Section 33333.10(g) of the Health & Safety Code and shall be used by the Agency specifically as required in Section 33333.10(f) and (g) of the Health & Safety Code.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section 334 above. These funds may be used inside or outside the Project Area provided, however, that such funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

Any interest earned by the Low and Moderate Income Housing Fund and any repayments or other income to the Agency for loans, advances, or grants, of any kind, from such Low and Moderate Income Housing Fund, shall accrue to and be deposited in, the fund and may only be used in the manner prescribed for the use of monies deposited into the Low and Moderate Income Housing Fund.

Pursuant to the requirements of Section 33334.12 of the Community Redevelopment Law, upon failure of the Agency to expend or encumber surplus in the Low and Moderate Income Housing Fund within one year from the date the moneys become excess surplus, within the meaning defined in Section 33334.12 of the Community Redevelopment Law, the Agency shall either disburse that excess surplus to another public agency in accordance with said Section 33334.12, or expend or encumber the excess surplus within two additional years. A housing authority or other public agency shall utilize the moneys for the purposes of, and subject to, the same restrictions that are applicable to the Agency under the Community Redevelopment Law, and for that purpose may exercise all of the powers of a housing authority under the Housing Authorities Law (Section 34200 et seq. of the Health and Safety Code) to the extent not inconsistent with these limitations.

4. [Section 336] New or Rehabilitated Dwelling Units Developed within the Project Area

At least thirty percent (30%) of all new and substantially rehabilitated dwelling units developed by the Agency, if any, shall be available at affordable housing cost to, and occupied by, persons and families of low or moderate income. Not less than fifty percent (50%) of the dwelling units required to be available at affordable housing cost to persons and families of low or moderate income shall be available at affordable housing cost to, and occupied by, very low income households.

At least fifteen percent (15%) of all new and substantially rehabilitated dwelling units developed within the Project Area by public or private entities or persons other than the Agency, if any, shall be available at affordable housing cost to, and occupied by, persons and families of low or moderate income. Not less than forty percent (40%) of the dwelling units required to be available at affordable housing cost to persons and families of low or moderate income shall be available at affordable housing costs to, and occupied by, very low income households.

The Agency may satisfy the provisions of the above paragraphs, in whole or in part, by any of the methods described in Community Redevelopment Law Section 33413(b) or any other method permitted by law.

The percentage requirements set forth in this Section 336 shall apply independently of the requirements of Section 334 and in the aggregate to housing made available pursuant to the first and second paragraphs, respectively, of this Section 336 and not to each individual case of rehabilitation, development or construction of dwelling units, unless the Agency determines otherwise.

If all or any portion of the Project Area is developed with low or moderate income housing units, the Agency shall require by contract or other appropriate means that such housing be made available for rent or purchase to the persons and families of low and moderate income displaced by the Project. Such persons and families shall be given priority in renting or buying such housing; provided, however, failure to give such priority shall not affect the validity of title to real property.

5. [Section 337] Duration of Dwelling Unit Availability and Agency Monitoring

The Agency shall require that the aggregate number of replacement dwelling units and other dwelling units rehabilitated developed, constructed, or price-restricted pursuant to Sections 334 and 336 shall remain available at affordable housing cost to persons and families of low income, moderate income and very low income households, respectively, for the longest feasible time, as determined by the Agency, but for not less than 55-years for rental units and 45-years for ownership units, except to the extent a longer or shorter period of time is permitted or required by other provisions of the law.

Pursuant to Section 33418 of the Community Redevelopment Law, the Agency shall monitor, on an ongoing basis, any housing affordable to persons and families of low or moderate income developed or otherwise made available pursuant to the Community Redevelopment Law. As part of this monitoring, the Agency shall require owners or managers of the housing to submit an annual report to the Agency. The annual reports

shall include for each rental unit the rental rate and the income and family size of the occupants, and for each owner-occupied unit whether there was a change in ownership from the prior year and, if so, the income and family size of the new owners. The income information required by this section shall be supplied by the tenant in a certified statement on a form provided by the Agency.

L. [Section 338] Implementation Plans

In accord with the provisions of Section 33490 of the Community Redevelopment Law, the Agency adopted an implementation plan for the Project. Commencing with the fifth year after the first implementation plan was adopted, and each five years thereafter, the Agency shall adopt, after a public hearing, succeeding implementation plans that shall contain the specific goals and objectives of the Agency for the Project Area, the specific programs, including potential projects, and estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the Project Area and implement the requirements of Sections 33333.10, 33334.2, 33334.4, 33334.6, and 33413 of the Community Redevelopment Law. The parts of future implementation plans that address Sections 33333.10, 33334.2, 33334.4, 33334.6, and 33413 of the Community Redevelopment Law shall be adopted every five years either in conjunction with the General Plan Housing Element cycle or the implementation plan cycle. The Agency may adopt implementation plans that include more than one project area, and may amend the implementation plan after conducting a public hearing on the proposed amendment.

At least once within the five-year term of each plan adopted by the Agency, no earlier than two years and no later than three years after adoption of each plan, the Agency shall conduct a public hearing and hear testimony of all interested parties for the purpose of reviewing this Plan and the implementation plan and evaluating the progress of the Project. The hearing may be for two or more project areas if those project areas are included within the same implementation plan.

IV. [§400] USES PERMITTED IN THE PROJECT AREA

A. [§401] Redevelopment Land Use Map

The "Redevelopment Land Use Map, " attached hereto as Attachment No. 3 and incorporated herein by reference, illustrates the location of the Project Area boundaries, major streets within the Project Area, and the land uses authorized within the Project by the Town's current General Plan. The Town will from time to time update and revise the General Plan. It is the intention of this Amended and Restated Redevelopment Plan that the land uses to be permitted within the Project Area shall be as provided within the Town's General Plan, as it currently exists or as it may from time to time be amended, and as implemented and applied by Town ordinances, resolutions and other laws. Uses other than those currently designated in the Town's General Plan, as shown on the Redevelopment Land Use Map, may be authorized by the Town from time to time by amendments to the Town's General Plan as authorized by law.

B. [§402] Other Land Uses

1. [§403] Public Rights-of-Way

As illustrated on the Redevelopment Land Use Map (Attachment No. 3), the major public streets/roadways within the Project Area include Windsor Road, Windsor River Road, Starr Road, Conde Lane, Old Redwood Highway, Arata Lane, and Shiloh Road.

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

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

a. The requirements imposed by such factors as topography, traffic safety and aesthetics;

b. The potential need to serve not only the Project Area and new or existing developments but to also serve areas outside the Project by providing convenient and efficient vehicular access and movement; and

c. The potential need or desire to accommodate the facilities and/or equipment of mass transportation modes.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities and activities typically found in public rights-of-way.

2. [§404] Other Public, Semi-Public, Institutional, and Non-profit Uses

In any area shown on the Redevelopment Land Use Map (Attachment No. 3), the Agency is authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or non-profit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

3. [§405] Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan.

4. [§406] Non-conforming Uses

The Agency may permit an existing use to remain in an existing building in good condition which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses, which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

C. [§407] General Controls and Limitations

All real property in the Project Area is made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated or otherwise changed after the date of adoption of this Plan, except in conformance with the provisions of this Plan.

1. [§408] Construction

All construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time. In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. [§409] Rehabilitation and Retention of Properties

Any existing structure within the Project Area approved by the Agency for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

3. [§410] Limitation on the Number of Buildings

The approximate number of buildings in the Project Area shall not exceed the number of buildings permitted under the General Plan.

4. [§411] Number of Dwelling Units

The number of dwelling units permitted in the Project Area shall not exceed the number of dwelling units permitted under the General Plan as it now exists or may be amended.

5. [§412] Limitation on Type, Size, and Height of Buildings

Except as set forth in other sections of this Plan, the type, size, and height of buildings shall be as limited by applicable federal, state, and local statutes, ordinances, and regulations.

6. [§413] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public ground, the space around buildings, and all other outdoor areas not permitted to be covered by buildings. Landscaping shall be provided to enhance open spaces in the Project Area and create a high-quality aesthetic environment.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air, and privacy.

7. [§414] Signs

All signs shall conform to Town sign ordinances and other requirements as they now exist or are hereafter amended.

8. [§415] Utilities

The Agency shall require that all utilities be placed underground whenever physically and economically feasible.

9. [§416] Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, as determined by the Agency, would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

10. [§417] Non-discrimination and Non-segregation

There shall be no discrimination or segregation in the sale lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code.

11. [§418] Minor Variations

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions, and controls established by this Plan. In order to permit such variation, the Agency must determine that:

a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;

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

c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and

d. Permitting a variation will not be contrary to the objectives of this Plan, the General Plan, or the Specific Plan.

No variation shall be granted which changes a basic land use or which 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 Town codes and ordinances.

D. [§419] Design for Development

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area. Such limitations, restrictions and controls are subject to the General Plan and zoning standards.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan and any such controls and, in the case of property which is the subject of a disposition and development or participation agreement with the Agency and any other property, at the discretion of the Agency, in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency. 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. The Agency shall not approve any plans that do not comply with this Plan.

E. [§420] Building Permits

No permit shall be issued for the construction of any building or for any construction on an existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been approved as consistent with all Town requirements. An application shall be deemed consistent with this Plan if it is consistent with the General Plan, applicable zoning ordinances and any adopted design for development.

The Agency is authorized to review and approve all permits in addition to those set forth above for projects receiving Agency financial assistance. Where such additional procedures and approvals are required, a building permit shall be issued only after the applicant for same has been granted all approvals required by the Town at the time of application.

V. [§500] METHODS OF FINANCING THE PROJECT

A. [§501] General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the Town, the State of California, the federal government, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for nominal administration of this Project may be provided by the Town until adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the Town. The Town, as it is able, may also supply additional assistance through Town loans and grants for various public facilities.

The Town or any other public agency may expend money to assist the Agency in carrying out this Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

B. [§502] Tax Increment Funds

All taxes levied upon taxable property within the respective portions of the Project Area each year, by or for the benefit of the State of California, the County of Sonoma, the Town, any district, or any other public corporation (hereinafter sometimes called "taxing agencies"), after the effective date of the ordinance adopting or amending this Plan as to such portions of the Project Area 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 as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the County of Sonoma, last equalized on the effective date of said ordinance, shall be used in determining the assessed valuation of the taxable property in the Project on said effective date).

2. Except as provided in subdivision 3, below, that portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, 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 valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied by a taxing agency which was approved by the voters of the taxing agency on or after January 1, 1989, for the purpose of producing 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.

The portion of taxes mentioned in subdivision 2, above, are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project, in whole or in part. The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project. For the Original Project Area, the total maximum number of dollars of taxes that may be divided and allocated to the Agency pursuant to subdivision 2 of this Section 502 shall not exceed three hundred and seventy million dollars ($370,000,000), except by amendment of this Plan. This limit does not apply to the Fifth Amendment Added Area.

C. [§503] Bonds, Advances and Indebtedness

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the Town or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations by payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The amount of bonded indebtedness to be repaid in whole or part from the allocation of taxes described in subdivision 2 of Section 502 above which can be outstanding at any one time for the Project Area shall not exceed one hundred and twenty million dollars ($120,000,000) in principal amount, except by amendment of this Plan. This limit, however, shall not prevent the Agency from issuing additional bonds in order fulfill the Agency's obligations under Section 33413 of the Health and Safety Code.

D. [§504] Time Limit on Establishment of Indebtedness

The Agency shall not establish or incur loans, advances or indebtedness to finance in whole or in part the redevelopment of the Fifth Amendment Added Area beyond twenty (20) years from the date of adoption of the ordinance approving and adopting the Fifth Amendment. There is no limitation on the time to establish or incur loans, advances or indebtedness to finance in whole or in part for redevelopment of the Original Project Area.

Loans, advances, or indebtedness may be repaid over a period of time beyond said time limit. The time limits established in this Section 504 shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill the Agency's obligations under Section 33413 of the Community Redevelopment Law and Section 334 of this Plan. Nor shall the time limits established in this Section 504 prevent the Agency from refinancing, refunding or restructuring indebtedness after the respective time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit contained in this Section 504.

E. [§505] Time Limit on Receipt of Tax Increment

The Agency may not receive and shall not repay indebtedness with the proceeds from property taxes received pursuant to 33670 of the Community Redevelopment Law and Section 502 of this Plan beyond November 27, 2037 for the Original Project Area, and forty-five (45) years for the Fifth Amendment Added Area from the date of adoption of the ordinance approving and adopting the Fifth Amendment except to repay debt to be paid from the Low and Moderate Income Housing Fund established pursuant to Section 33334.2 of the Community Redevelopment Law and Section 335 of this Plan, or debt established in order to fulfill the Agency's obligations under Section 33413 of the Community Redevelopment Law and Section 334 of this Plan.

F. [§506] Other Loans and Grants

Any other loans, grants, guarantees, or financial assistance from the United States, the State of California, or any other public or private source will be utilized if available.

VI. [§600] ACTIONS BY THE TOWN

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

A. 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 Town shall include the requirement of abandonment, removal, and relocation by the public utility

companies of their operations of public rights-of-way as appropriate to carry out this Plan provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation to be borne by others than those legally required to bear such cost.

B. Provision of advances, loans, or grants to the Agency or the expenditure of funds for projects implementing this Plan as deemed appropriate by the Town and to the extent funds are available therefore.

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

D. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.

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

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

G. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

H. The undertaking and completing of any other proceedings necessary to carry out the Project.

The forgoing actions to be taken by the Town do not involve or constitute any commitment for financial outlays by the Town unless specifically agreed to and authorized by the Town.

VII. [§700] ENFORCEMENT

The administration 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 Town.

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 Town. Such remedies may include, but are not limited to specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

VIII. [§800] DURATION OF THIS PLAN

Except for the non-discrimination and non-segregation provisions imposed by the Agency which shall run in perpetuity, and the affordable housing covenants imposed by the Agency which shall continue in effect for a period as may be determined and specified by the Agency, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective until November 27, 2027 for the Original Project Area; and thirty (30) years for the Fifth Amendment Added Area from the date of adoption of the ordinance approving and adopting the Fifth Amendment provided, however, that, subject to the limitations and exceptions thereto set forth in Section 505 of this Plan, the Agency may issue bonds and incur obligations pursuant to this Plan which extend beyond the termination date, and in such event, this Plan shall continue in effect for the purpose of repaying such bonds or other obligations until the date of retirement of such bonds or other obligations. After the termination of this Plan, the Agency shall have no authority to act pursuant to this Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts.

IX. [§900] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Sections 33354.6 and/or 33450 *et. seq.* of the Community Redevelopment Law or by any other procedure hereafter established by law.

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROJECT AREA BOUNDARIES

LEGAL DESCRIPTION FOR THE ORIGINAL PROJECT AREA

EXHIBIT A

HOGAN, SCHOCH & ASSOCIATES INC.

298 PETALUMA AVE - SEBASTOPOL

BY SEK DATE SUBJECT SHEET NO. 1 OF 7

CHKD. BY DATE JOB NO 0184-E151

BOUNDARY DESCRIPTION OF THE
WINDSOR REDEVELOPMENT PROJECT AREA
SONOMA COUNTY, CALIFORNIA

Lying within Sections 11, 12, 13 and 14, T8N, R9W and Sections 7 and 18, T8N, R8W, M.D.B. & M., in the County of Sonoma, State of California, and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 2 as shown on that certain map entitled "Tract No. 514, Lakewood Hills Subdivision Unit No. 1" filed in Book 280 of Maps, Pages 43 and 44, Sonoma County Records, said point lying on the Westerly line of Vinecrest Road; thence at right angles to said Westerly line as shown on said map North 89°52'48" East 50 feet, more or less, to the Easterly line of Vinecrest Road; thence along the Easterly line of Vinecrest Road and its Southerly projection South 0°07'12" East 345.69 feet, more or less, to its intersection with the Southerly line of Jensen Lane, also being the Northerly line of Section 18, T8N, R8W, MDM; thence Westerly along said section line and said Southerly line of Jensen Lane, 25 feet, more or less, to the Northwest corner of said Section 18; thence leaving the Southerly line of Jensen Lane, and along the West line of said Section 18, South 0°07' East 1965 feet, more orless, to the Northerly line of Old Redwood Highway, (70 feet wide, more or less); thence along said Northerly line of Old Redwood Highway South 57°05" East 657 feet, more or less, to the Northerly projection of the Easterly line of the lands of Pfaffenberger as conveyed by deed recorded in Book 1332 of Official Records, Page 36, Sonoma County Records, as shown on that certain map entitled "Tract No. 500, Countryside Subdivision" filed in Book 272 of Maps, Pages 9 and 10, Sonoma County Records; thence leaving said Northerly line of Old Redwood Highway, along said Easterly line of Pfaffenberger and its Northerly projection, South 7°16'43" West 196.20 feet, more or less, to the Northeast corner of Lot 6 of said Countryside Subdivision; thence along the Easterly and Southerly boundaries of said subdivison, South 7°16'43" West 147.21 feet, and North 89°56'06" West 486.47 feet to the Easterly line of Hembree Lane (40 feet wide); thence along the Easterly line of Hembree Lane South 0°02'37" West 445.57 feet, more or less, to its intersection with the Easterly projection of the Southerly boundary of Bluebird Meadows, Tract No. 429, as shown on that certain map filed in Book 172 of Maps at Pages 37 and 38, Sonoma County Records; thence crossing Hembree Lane on said Easterly projection and continuing along said Southerly boundary South 88°36'27" West 988.63 feet, more or less, and South 0°12'15" East 198.23 feet, more or less, to the most Southerly corner of Lot 56 of said Tract No. 429, being a point on the Easterly

right of way line of U.S. Highway 101; thence along the Easterly line of said highway and the Westerly boundary of said Tract 429 North 35°39'42" West 774.41 feet, more or less, to the most Northwesterly corner of Lot 20; thence continuing along the Easterly line of U.S. Highway 101, North 35°16' West 421.47 feet, more or less, to the point of beginning of a curve to the right; thence along said curve to the right, radius 5910 feet, an arc length of 281.33 feet, more or less, to an angle point in the Westerly line of Lot 4 as shown on Parcel Map No. 6436, filed in Book 278 of Maps at Page 32, Sonoma County Records; thence leaving the Easterly line of U.S. Highway 101, and along the Westerly line of said Lot 4 and its Northerly projection North 13°42'50" East 833 feet, more or less, to the most Southerly corner of the lands conveyed to Marie Chaparteguy et al, by deed recorded in Book 3591 of Official Records, Page 60, Sonoma County Records; thence along the Southwesterly boundary of said lands and its Westerly projection North 62°45' West 540 feet, more or less, to the Southwesterly corner of the lands conveyed to Claude and Euretta J. Mason by deed recorded in Book 1615 of Official Records, Page 176, Sonoma County Records, said corner also being a point on the Easterly line of the lands conveyed to John and Ljubica McKenzie by deed recorded in Book 2905 of Official Records, Page 245, Sonoma County Records; thence along said Easterly line of McKenzie South 13°45' West 450 feet, more or less, to the aforementioned Easterly right of way line of U.S. Highway 101; thence along said Easterly right-of-way line, on a curve to the right, radius 5910 feet, an arc length of 83.11 feet, more or less; thence North 24°28' West 159.14 feet, more or less; thence North 19°02'26" West 766.39 feet, more or less; thence on a curve to the right, radius 350 feet, an arc length of 154 feet, more or less, to a point of compound curve; thence on a curve to the right, radius 20 feet, an arc length of 30 feet, more or less, to the intersection of said Easterly right-of-way line of U.S. Highway 101 with the Southwesterly line of Old Redwood Highway, thence leaving said Southwesterly line of Old Redwood Highway in a Southwesterly direction, 500 feet, more or less, to a point on the Southwesterly right-of-way line of U.S. Highway 101, said point being the most Northerly corner of the lands conveyed to Ronald Z. and Margaret A. Weenig, et al, by deed recorded in Book 3284 of Official Records, Page 204, Sonoma County Records; thence along the Westerly line of said lands of Weenig South 0°28' West 35.51 feet, more or less, thence Easterly 15 feet, more or less; thence South 0°28' West 527.40 feet, more or less, to the Southwest corner of said lands of Weenig, also being the Northeast corner of the lands conveyed to Delamoda by deed recorded under Document No. 81-038855 of Official Records, Sonoma County Records; thence along the Northerly line of said lands of Delamoda, West, 50 feet, more or less, to the Northwest corner of said lands; thence along the Westerly line of said

lands, and the approximate centerline of East Windsor Creek, in a Southwesterly direction, to its intersection with the Northeasterly right-of-way line of the Northwestern Pacific Railroad, being a point which bears North 34°22' West, 75 feet, more or less, from the Southwesterly corner of said lands of Delamoda; thence across said Railroad right-of-way South 55°38' West 80 feet, more or less, to a point on the Southwesterly railroad right-of-way line; thence along the Southwesterly right-of-way line North 34°30' West 2680 feet, more or less, to the Northeasterly corner of the lands conveyed to the Sonoma County Cooperative Winery by deed recorded in Book 427 of Official Records, Page 413, Sonoma County Records; thence along the Northerly boundary of said lands, in a Northwesterly direction, 232.50 feet, more or less, to an angle point; thence East 115 feet, more or less, to its intersection with the Easterly line of Windsor Road (40 feet wide, more or less); thence along said Easterly line of Windsor Road, South 0°30' East 265 feet, more or less, to its intersection with the Easterly projection of the Southerly line of the lands conveyed to John W. and Kathleen D. Stube by deed recorded in Book 3491 of Official Records, Page 714, Sonoma County Records; thence along said Easterly projection South 89°45' West 40 feet, more or less, to the Southeast corner or said lands; thence along the Southerly line of said lands South 89°45' West 171.50 feet, more or less; thence along the Westerly boundary of said lands North 0°30' West 165 feet, more or less, to the Northwest corner of said lands of Stube, also being an angle point in the Northerly line of the lands conveyed to Edith Pearl Poor by deed recorded in Book 3013 of Official Records, Page 809, Sonoma County Records; thence along said Northerly line and its Westerly extension South 89°45' West 588.02 feet, more or less, to an angle point in the Northeasterly line of the lands conveyed to Richard and Margaret Coate by deed recorded under Document No. 82-026913 of Official Records, Sonoma County Records; thence along said Northeasterly line, North 310 feet, more or less, to the Southerly line of Wall Street (40 feet wide, more or less); thence along the Northerly line of said lands of Coate and said Southerly line of Wall Street, South 89°45' West 80 feet, more or less, to the Northwest corner of said lands, and the Westerly terminus of the Southerly line of Wall Street; thence along the Northerly projection of the Westerly line of said lands of Coate, North 40 feet more or less, to the Westerly terminus of the Northerly line of Wall Street, also being a point on the Southerly line of the lands conveyed to Jack E. and Nita C. Rutherford by deed recorded in Book 3280 of Official Records, Page 830, Sonoma County Records; thence along said Southerly line South 89°45' West 64 feet, more or less, to the Southwest corner of said lands; thence North 1°00' East 86.7 feet more or less, to the Northwest corner of said lands of Rutherford, also being the Southwest corner of the lands conveyed to Elena Millan

by deed recorded in Book 2950 of Official Records, Page 900, Sonoma County Records; thence continuing North 1°00' East 222.84 feet, more or less, to the Northwest corner of said lands of Millan, lying on the Southerly line of River Road (60 feet wide, more or less); thence along the Southerly line of River Road, South 89°45' West 1506.72 feet, more or less, to its intersection with the Easterly line of Starr Road (60 feet wide, more or less); thence continuing Westerly along the Southerly line of River Road 60 feet, more or less, to its intersection with the Westerly line of Starr Road; thence Northerly along the Westerly line of Starr Road, 1616.42 feet, more or less, to the Southeast corner of Lot 1 as shown on that certain Map entitled "Tract No. 533, Park View Subdivision", filed in Book 308 of Maps, Pages 5 and 6, Sonoma County Records; thence along the Southerly boundary of Park View Subdivision, North 89°07'39" West 511.20 feet, more or less, to the Southwest corner of Lot 8, also being the Southeast corner of Lot 1 as shown on that certain map entitled "Tract No. 623, Sutton Place Subdivision, Phase I", filed in Book 338 of Maps, Pages 21 and 22, Sonoma County Records; thence along the Southerly and Westerly boundaries of Sutton Place Subdivision the following courses; North 89°07'39" West 285.00 feet, more or less; thence North 0°52'31" East 125.00 feet, more or less; thence North 31°28'03" East 23.79 feet, more or less, to the Southwesterly line of Robbie Way (50 feet wide) said course being a radial line to the following described curve; thence along the Southwesterly line of Robbie Way on a curve to the right, radius 155 feet, through a central angle of 18°52'03" an arc length of 51.04 feet to a point of reverse curvature; thence continuing along said Southwesterly line of Robbie Way on a curve to the left, radius 215 feet, through a central angle of 06°40'06" an arc length of 25.02 feet; thence along a radial line North 43°40' East 50 feet to the Northeasterly line of Robbie Way and the Southerly line of Lot 5 of Sutton Place Subdivision; thence along said Southerly line of Lot 5, on a curve to the left, radius 265 feet, through a central angle of 14°59'53" an arc length of 69.37 feet; thence North 0°57'25" East 79.48 feet to the Northwest corner of said Lot 5; thence along the Northerly line of the parcel labeled "Remaining Lands of Jelmo, Inc." on said subdivision map, (said line also being the Southerly boundary of Starr View Estates Subdivision No. 5, as shown on that certain map filed in Book 151 of Maps, Pages 29 and 30, Sonoma County Records), North 89°02'35" West 422.65 feet; thence North 0°55'15" East 181.63 feet; thence North 87°02'33" West 24.61 feet to an angle point in said line, said point being the Southeasterly corner of Lot 8 as shown on that certain map entitled "Polaris Estates" filed in Book 334 of Maps, Pages 49 and 50, Sonoma County Records; thence along the Southerly, Westerly and Northerly boundaries of Polaris Estates North 89°40'50" West 328.24 feet, North 0°24'30" West 565.69 feet and

North 89°58'40" East 85.21 feet to an angle point in the Northerly line of Polaris Estates, said point also being the approximate Westerly terminus of the centerline of Starr View Drive, located on the Westerly boundary of Starr View Estates Subdivision No. 1 as shown on that certain map filed in Book 105 of Maps, Pages 17 and 18, Sonoma County Records; thence along the Westerly and Northerly boundaries of said subdivision North 0°17' West 203 feet, more or less, South 89°12'04" East 243.00 feet, South 63.00 feet, and South 89°11'33" East 1281.50 feet to the Northeast corner of Lot 1, Block One of said Subdivision and the Westerly line of Starr Road; thence continuing along the Easterly projection of the Northerly boundary of said subdivision South 89°11'33" East 70 feet, more or less, to a point on the Easterly line of Starr Road; thence Southerly along the Easterly line of Starr Road 632 feet, more or less, to the Southwest corner of Lot 3 of Oak View Subdivision as shown on that certain map filed in Book 224 of Maps, Pages 1 and 2, Sonoma County Records; thence along the Southerly boundary of said subdivision North 83°47'01" East 138.49 feet; thence South 10 feet, more or less; thence South 89°03'40" East 358.25 to the Southeast corner of Drainage Easement "A" as shown on said map, also being an angle point in the Southwesterly line of Lot 15 as shown on that certain map entitled "Oak View Subdivision Unit II" filed in Book 229 of Maps, Pages 14-16, Sonoma County Records; thence continuing South 89°03'40" East 112.67 feet to the Southeast corner of Lot 15 as shown on said map; thence along the Southwestely boundary of said subdivision and its Southerly extension South 0°49'13" East 359.85 feet to an angle point in the Westerly line of Drainage Easement "A" as shown on that certain map entitled "Oak View Subdivision Unit No. 3", filed in Book 261 of Maps, Pages 19-20, Sonoma County Records; thence along the boundary of said subdivision North 89°15'00" West 7.89 feet and South 0°39'00" West 367.69 feet to the Southwest corner of Lot 13; thence South 89°15'00" East 975.23 feet to the Southeast corner of Lot 7, lying on the Southwesterly line of the Northwestern Pacific Railroad right-of-way; thence along said right-of-way line North 34°11'48" West 671.72 feet to the most Northwesterly corner of Lot 2 of said subdivision; thence in a Northeasterly direction 80 feet, more or less, to the Easterly line of said Northwestern Pacific Railroad right-of-way, and the Northwest corner of the lands conveyed to Gordon G. Waltenspiel by deed recorded in Book 2737 of Official Records, Page 326, Sonoma County Records; thence along the Northerly line of said lands and its Easterly extension, South 89°00' East 1025 feet, more or less, to the Southwest corner of the lands conveyed to Carlton T. and Evelyn B. Coffey Trustees, et al, by deed recorded under Document Number 81-047361, Official Records, Sonoma County Records; thence along the Westerly and Northerly boundaries of said lands North 1°02' East 150.87 feet; thence South 87°32' East 123.99

feet; thence North 69°47' East 88.28 feet to the most Northeasterly corner of said lands, lying on the Southwesterly line of Old Redwood Highway (70 feet wide, more or less); thence North 69°55' East 70 feet, more or less, to the Northeasterly line of Old Redwood Highway; thence along the Northeasterly line of Old Redwood Highway in a Southeasterly direction 2325 feet, more or less, to the most Westerly corner of the lands conveyed to Cecil J. and Marjorie R. Shaver by deed recorded in Book 3064 of Official Records, Page 356, Sonoma County Records; thence along the Northwesterly line of said lands North 54°21'53" East 291.83 feet to the most Northerly corner of said lands, being a point on the Southwesterly right-of-way line of U.S. Highway 101; thence along said right-of-way line South 35°38' East 59.88 feet; thence on a curve to the right, radius 350 feet, an arc length of 188.69 feet; thence South 4°45' East 94.00 feet; thence on a curve to the right, radius 25 feet, an arc length of 50.47 feet, more or less, to the intersection of the Southwesterly right-of-way line of U.S. Highway 101 with the Northeasterly line of Old Redwood Highway; thence along the Northeasterly line of Old Redwood Highway, in a Southeasterly direction 1320 feet, more or less, to its intersection with the Southeasterly line of Drainage Easement "B" as shown on the certain map entitled "Lakewood Hills Subdivision Unit 2", filed in Book 317 of Maps, Pages 16-22, Sonoma County Records; thence along the Southeasterly line of Drainage Easement "B" North 45°30' East 174.18 feet; thence North 33°00' East 69 feet; thence North 6°15' East 254.70 feet to the Northwest corner of the lands conveyed to Joan B. Bennett by deed recorded in Book 1775 of Official Records, Page 266, Sonoma County Records; thence along the Northerly line of said lands and its Easterly extension North 88°45' East 377.10 feet to a point on the Northwesterly boundary of Lot 14 as shown on the aforementioned map of Lakewood Hills Subdivision Unit No. 1; thence along the Northerly boundary of said Lot 14 North 28°55'08" East 35.50 feet, North 75°55'51" East 64.68 feet, North 16°53'41" East 29.50 feet, South 73°06'19" East 27.00 feet, and South 52°33'57" East 101.83 feet to the Northerly line of Third Street (Jensen Lane, 60 feet wide, more or less); thence along said Northerly line of Third Street (Jensen Lane), on a curve to the right whose tangent bears South 28°55'08" West, radius 86.20 feet, through a central angle of 54°37'00" an arc length of 82.17 feet to the most Southwesterly corner of Lot 13 of said subdivision; thence along the boundary of Lot 13, North 19°25'10" West 55.70 feet, North 56°44'25" East 41.66 feet, and North 49°48'03" East 127.62 feet to the most Northerly corner of Lot 13; thence along the Northerly line of the lands of Petray and Craven as shown on said subdivision map, North 88°08'26" East 274.44 feet and South 1°47'45" East 10.00 feet to the Northwest corner of Lot 12; thence along the Northerly boundary of said subdivision North 88°43'06" East 444.94 feet, North 76°28'40" East 419.12 feet,

North 73°26'11" East 150.88 feet, North 84°05'38" East 29.04 feet, North 67°58'37" East 48.00 feet and North 76°59'08" East 74.16 feet to the point of beginning.

Containing an area of 468 acres, more or less.

LEGAL DESCRIPTION FOR
FIFTH AMENDMENT ADDED AREA

SHILOH SUBAREA

BOUNDARY DESCRIPTION OF THE
SOUTHERN AREA OF
WINDSOR REDEVELOPMENT AREA
SONOMA COUNTY, CALIFORNIA

LYING WITHIN SECTION 19, TOWNSHIP 8 NORTH, RANGE 8 WEST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF SHILOH ROAD AND HEMBREE LANE; THENCE ALONG THE CENTERLINE OF HEMBREE LANE NORTH 00°19'47" EAST 73.45 FEET; THENCE AT A RIGHT ANGLE TO SAID CENTERLINE SOUTH 89°40'13" EAST 51.00 FEET TO THE SOUTHWESTERLY CORNER OF THE LANDS OF NORTH STREET PARTNERS FUND I, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS DESCRIBED IN DOCUMENT NUMBER 2007-135552, THE POINT OF BEGINNING

1) THENCE ALONG THE WESTERLY LINE OF SAID PARCEL AND THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2003-170109, NORTH 00°19'47" EAST 979.89 FEET TO THE NORTHWESTERLY CORNER THEREOF

2) THENCE SOUTH 89°08'24" EAST 824.30 FEET TO THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2005-034618;

3) THENCE NORTH 00°23'10" WEST 137.58 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF TAMARA COURT;

4) THENCE ALONG THE SOUTHEASTERLY LINE OF TAMARA COURT THE FOLLOWING COURSES AND DISTANCES; ALONG A NON TANGENT CURVE, CONCAVE TO THE NORTHWEST, WITH A RADIUS POINT THAT BEARS NORTH 19°35'37" WEST 125.00 FEET, THROUGH A CENTRAL ANGLE OF 08°19'08", AN ARC LENGTH OF 18.15 FEET;

5) THENCE NORTH 62°05'15" EAST 197.61 FEET;

6) THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTH, WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF OLD REDWOOD HIGHWAY;

7) THENCE ALONG THE WESTERLY LINE OF OLD REDWOOD HIGHWAY THE FOLLOWING COURSES AND DISTANCES SOUTH 27°54'45" EAST 259.95 FEET;

8) THENCE EAST 9.10 FEET;

9) THENCE SOUTH 28°25'00" EAST 315.07 FEET;

10) THENCE NORTH 89°16'52" WEST 9.10 FEET;

11) THENCE SOUTH 27°53'31" EAST 246.03 FEET;

12) THENCE SOUTH 89°27'59" EAST 9.10 FEET;

13) THENCE SOUTH 28°25'00" EAST 471.22 FEET;

14) THENCE SOUTH 10°47'46" EAST 55.68 FEET;

15) THENCE SOUTH 27°29'43" WEST 28.12 FEET;

16) THENCE ALONG A TANGENT CURVE, CONCAVE TO THE WEST, WITH A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 118°18'39", AN ARC LENGTH OF 61.95 FEET TO A POINT ON THE NORTHERLY LINE OF SHILOH ROAD;

17) THENCE ALONG THE NORTHERLY LINE OF SHILOH ROAD THE FOLLOWING COURSES AND DISTANCES NORTH 89°11'04" WEST 438.67 FEET;

18) THENCE NORTH 00°22'57" EAST 6.00 FEET;

19) THENCE NORTH 89°11'04" WEST 156.02 FEET;

20) THENCE SOUTH 00°22'57" WEST 6.00 FEET;

21) THENCE NORTH 89°11'04" WEST 664.30 FEET MORE LESS;

22) THENCE NORTH 00°19'47" EAST 18.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED PARCEL MAP 99-18, FILED IN BOOK 621 OF MAPS, PAGES 7 THROUGH 10, SONOMA COUNTY RECORDS, ALSO BEING THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2006-118079;

23) THENCE ALONG THE SOUTH LINE OF SAID PARCEL, ALSO BEING THE NORTHERLY LINE OF SHILOH ROAD NORTH 89°11'04" WEST 378.72 FEET TO A POINT ON THE EASTERLY LINE OF HEMBREE LANE;

24) THENCE LEAVING SAID NORTHERLY LINE AND ALONG THE EASTERLY LINE OF HEMBREE LANE NORTH 51°19'41" WEST 42.17 FEET TO THE POINT OF BEGINNING;

CONTAINING 35.4 ACRES, MORE OR LESS

DATE: August 20, 2009

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

OLD REDWOOD HIGHWAY SUBAREA

BOUNDARY DESCRIPTION OF THE
NORTHERN AREA OF
WINDSOR REDEVELOPMENT AREA
SONOMA COUNTY, CALIFORNIA

LYING WITHIN THE RANCHO SOTOYOME, SECTIONS 2 AND 11, TOWNSHIP 8 NORTH, RANGE 9 WEST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2008-062697, SAID POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 101, ALSO BEING THE NORTHEASTERLY TERMINUS OF THE COURSE LABELED NORTH 54°21'53" EAST 291.83 FEET OF THE EXISTING WINDSOR REDEVELOPMENT PROJECT AREA;

1) THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL BEING THE EXISTING BOUNDARY OF THE WINDSOR REDEVELOPMENT PROJECT AREA THE FOLLOWING COURSES AND DISTANCES SOUTH 54°21'53" WEST 291.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

2) THENCE CONTINUING ALONG SAID EXISTING BOUNDARY LINE ALONG EASTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY THE FOLLOWING COURSES AND DISTANCES NORTH 57°49'00" WEST 409.76 FEET;

3) THENCE ON A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 4965.00 FEET, THROUGH A CENTRAL ANGLE OF 06°07'30", AN ARC LENGTH OF 530.77 FEET;

4) THENCE ALONG A COMPOUND CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 765.00 FEET, THROUGH A CENTRAL ANGLE OF 19°02'30", AN ARC LENGTH OF 254.24 FEET;

5) THENCE NORTH 32°39'00" WEST 931.23 FEET;

6) THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 2965.00 FEET, THOUGH A CENTRAL ANGLE OF 02°34'00", AN ARC LENGTH OF 132.82 FEET;

7) THENCE NORTH 30°05'00" WEST 66.18 FEET MORE OR LESS TO AN ANGLE POINT IN THE EXISTING WINDSOR REDEVELOPMENT AREA;

8) THENCE LEAVING THE EXISTING BOUNDARY LINE OF THE WINDSOR REDEVELOPMENT AREA NORTH 59°55'00" EAST 8.00 FEET;

9) THENCE NORTH 30°05'00" WEST 353.07 MORE OF LESS FEET;

10) THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY NORTH 89°17'54" WEST 100.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY, BEING THE NORTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-096500;

11) THENCE NORTH 89°17'54" WEST 61.57 FEET TO A POINT ON THE SOUTHERLY LINE OF GODFREY DRIVE;

12) THENCE ALONG THE SOUTHERLY LINE OF GODFREY DRIVE SOUTH 67°05'39" WEST 15.41 FEET;

13) THENCE CONTINUING ALONG SAID SOUTH LINE OF GODFREY DRIVE ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 225.00 FEET, THROUGH A CENTRAL ANGLE OF 23°36'27", AN ARC LENGTH OF 92.71 FEET;

14) THENCE CONTINUING ALONG SAID SOUTH LINE OF GODFREY DRIVE NORTH 89°17'54" WEST 257.49 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-093293;

15) THENCE LEAVING SAID SOUTH LINE NORTH 00°41'17" EAST 25.00 FEET TO THE CENTERLINE OF GODFREY DRIVE;

16) THENCE ALONG THE CENTERLINE OF GODFREY DRIVE SOUTH 89°17'54" EAST 3.50 FEET;

17) THENCE LEAVING SAID CENTERLINE NORTH 00°42'26" EAST 192.12 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN OF LAND DESCRIBED IN DOCUMENT NUMBER 2006-071526;

18) THENCE NORTH 89°23'35" WEST 45.76 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2005-072281;

19) THENCE ALONG THE CENTERLINE OF A CREEK THE FOLLOWING COURSES AND DISTANCES NORTH 09°00'00" WEST 98.00 FEET;

20) THENCE NORTH 17°00'00" EAST 57.00 FEET;

21) THENCE NORTH 50°30'00' EAST 115.00 FEET;

22) THENCE NORTH 19°00'00" EAST 24.23 FEET TO A POINT IN THE SOUTH LINE OF DAWN WAY BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-086016;

23) THENCE LEAVING SAID CREEK CENTERLINE NORTH 16°21'36" EAST 59.63 FEET TO THE NORTH LINE OF DAWN WAY;

24) THENCE ALONG SAID NORTH LINE OF DAWN WAY NORTH 13°54'38" EAST 41.72 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

25) THENCE ALONG SAID RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY NORTH 32°05'21" WEST 75.94 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2005-062884;

26) THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 88°51'31" WEST 169.08 FEET TO THE SOUTHWEST CORNER THEREOF;

27) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 00°18'36" EAST 90.47 FEET TO THE NORTHWEST CORNER THEREOF;

28) THENCE SOUTH 87°42'50" WEST 91.36 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2008-194992;

29) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 32°02'00" WEST 93.17 FEET TO THE NORTHWEST CORNER THEREOF;

30) THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 65°16'35" EAST 87.54 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2008-077415;

31) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 32°02'00" WEST 131.64 FEET TO THE NORTHWEST CORNER THEREOF;

32) THENCE SOUTH 65°17'16" WEST 27.53 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-127183;

33) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 32°02'00" WEST 94.50 FEET TO THE NORTHWEST CORNER THEREOF;

34) THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 65°17'07" EAST 115.26 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

35) THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NORTH 32°00'37" WEST 105.72 FEET;

36) THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 32°13'18" WEST 207.15 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2006-033789;

37) THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 65°18'38" WEST 306.84 FEET TO THE SOUTHWEST CORNER THEREOF;

38) THENCE ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-186643 NORTH 32°22'06" WEST 253.25 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;

39) THENCE SOUTH 65°18'35" WEST 528.08 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 1990-041569;

40) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 31°42'00" WEST 261.37 FEET TO THE NORTHWEST CORNER THEREOF;

41) THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 65°21'00" EAST 823.79 FEET TO THE NORTHEAST CORNER THEREOF, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

42) THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 32°23'16" WEST 158.15 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2004-166498;

43) THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 65°21'00" WEST 406.93 FEET TO THE SOUTHWEST CORNER THEREOF;

44) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 31°42'00" WEST 104.00 FEET TO THE NORTHWEST CORNER THEREOF;

45) THENCE SOUTH 65°21'00" WEST 414.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 1993-024633;

46) THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 31°42'00" WEST 526.11 FEET TO THE NORTHWEST CORNER THEREOF;

47) THENCE ALONG THE NORTH LINE OF SAID PARCEL NORTH 65°21'19" EAST 416.98 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 1995-0085150;

48) THENCE ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 1999-082299 NORTH 32°14'50" WEST 333.65 FEET TO THE NORTHWEST CORNER THEREOF;

49) THENCE ALONG THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2006-106761 THE FOLLOWING COURSES AND DISTANCES NORTH 21°53'04" WEST 175.26 FEET;

50) THENCE NORTH 04°24'43" WEST 93.00 FEET;

51) THENCE NORTH 16°05'18" WEST 100.00 FEET TO THE NORTHWEST CORNER THEREOF;

52) THENCE ALONG THE NORTH LINE OF SAID PARCEL SOUTH 89°28'00" EAST 256.93 FEET TO THE NORTHEAST CORNER THEREOF, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

53) THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 51°54'00" WEST 250.00 FEET;

54) THENCE SOUTH 23°39'30" WEST 8.26 FEET;

55) THENCE NORTH 51°53'27" WEST 219.84 FEET;

56) THENCE ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS THAT BEARS NORTH 38°05'18" EAST 5043 FEET, THROUGH A CENTRAL ANGLE OF 00°16'56", AN ARC LENGTH 24.84 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STARR ROAD;

57) THENCE ALONG THE SAID RIGHT-OF-WAY LINE OF STARR ROAD THE FOLLOWING COURSES AND DISTANCES NORTH 60°47'55" WEST 2.49 FEET;

58) THENCE ALONG A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS THAT BEARS SOUTH 29°12'05" WEST 31.00 FEET; THROUGH A CENTRAL ANGLE OF 34°16'04", AN ARC DISTANCE OF 18.54 FEET;

59) THENCE SOUTH 64°14'23" WEST 24.48 FEET;

60) THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 63°50'54" WEST 77.13 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2006-115557, BEING A POINT ON THE WEST LINE OF STARR ROAD;

61) THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL SOUTH 64°57'03" WEST 985.61 TO THE EASTERLY CORNER THEREOF, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SONOMA-MARIN AREA RAIL TRANSIT DISTRICT;

62) THENCE NORTH 36°12'00" WEST 2045.11 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2005-008342, ALSO BEING A POINT ON THE TOWN OF WINDSOR BOUNDARY;

63) THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE TOWN OF WINDSOR BOUNDARY THE FOLLOWING COURSES AND DISTANCES, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL NORTH 68°48"14" EAST 121.40 FEET;

64) THENCE NORTH 56°37'37" EAST 189.71 FEET;

65) THENCE NORTH 52°07'59" EAST 162.01 FEET TO THE NORTHERLY CORNER THEREOF, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY';

66) THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES, ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS THE BEARS NORTH 46°21'29" EAST 1393.00 FEET, THROUGH A CENTRAL ANGLE 09°22'05, AN ARC LENGTH OF 227.76 FEET;

67) THENCE NORTH 55°43'34" EAST 8.00 FEET;

68) THENCE ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS THAT BEARS NORTH 55°43'34" EAST 1385.00 FEET, THROUGH A CENTRAL ANGLE OF 06°31'26", AN ARC LENGTH OF 157.70 FEET;

69) THENCE NORTH 27°45'00" WEST 703.94 FEET;

70) THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 71°04"51" EAST 70.85 FEET TO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2007-046866, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD REDWOOD HIGHWAY;

71) THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 71°04'51" EAST 785.20 FEET TO THE NORTHEASTERLY CORNER THEREOF, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 101;

72) THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 101 THE FOLLOWING COURSES AND DISTANCES, ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS THAT BEARS NORTH 54°38'18" EAST 10090.00 FEET, THROUGH A CENTRAL ANGLE OF 01°49'33", AN ARC LENGTH OF 321.54 FEET;

73) THENCE SOUTH 36°41'00" EAST 2570.00 FEET;

74) THENCE SOUTH 34°28'51" EAST 650.48 FEET;

75) THENCE SOUTH 36°41'00" EAST 144.85 FEET TO A POINT ON THE NORTHERLY LINE OF ARATA LANE, ALSO BEING AN ANGLE POINT IN THE TOWN OF WINDSOR BOUNDARY;

76) THENCE LEAVING THE TOWN OF WINDSOR BOUNDARY AND CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 101, SOUTH 36°41'00" EAST 354.23 FEET

77) THENCE SOUTH 38°16'28" EAST 900.35 FEET;

78) THENCE SOUTH 36°41'00" EAST 2149.94 FEET;

79) THENCE ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST WITH A RADIUS OF 10090.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'00", AN ARC LENGTH OF 950.96 FEET;

80) THENCE SOUTH 42°05'00" EAST 1425.26 FEET;

81) THENCE SOUTH 36°09'07" EAST 184 FEET MORE OR LESS TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2008-062697, THE POINT OF BEGINNING.

CONTAINING 166.6 ACRES MORE OR LESS

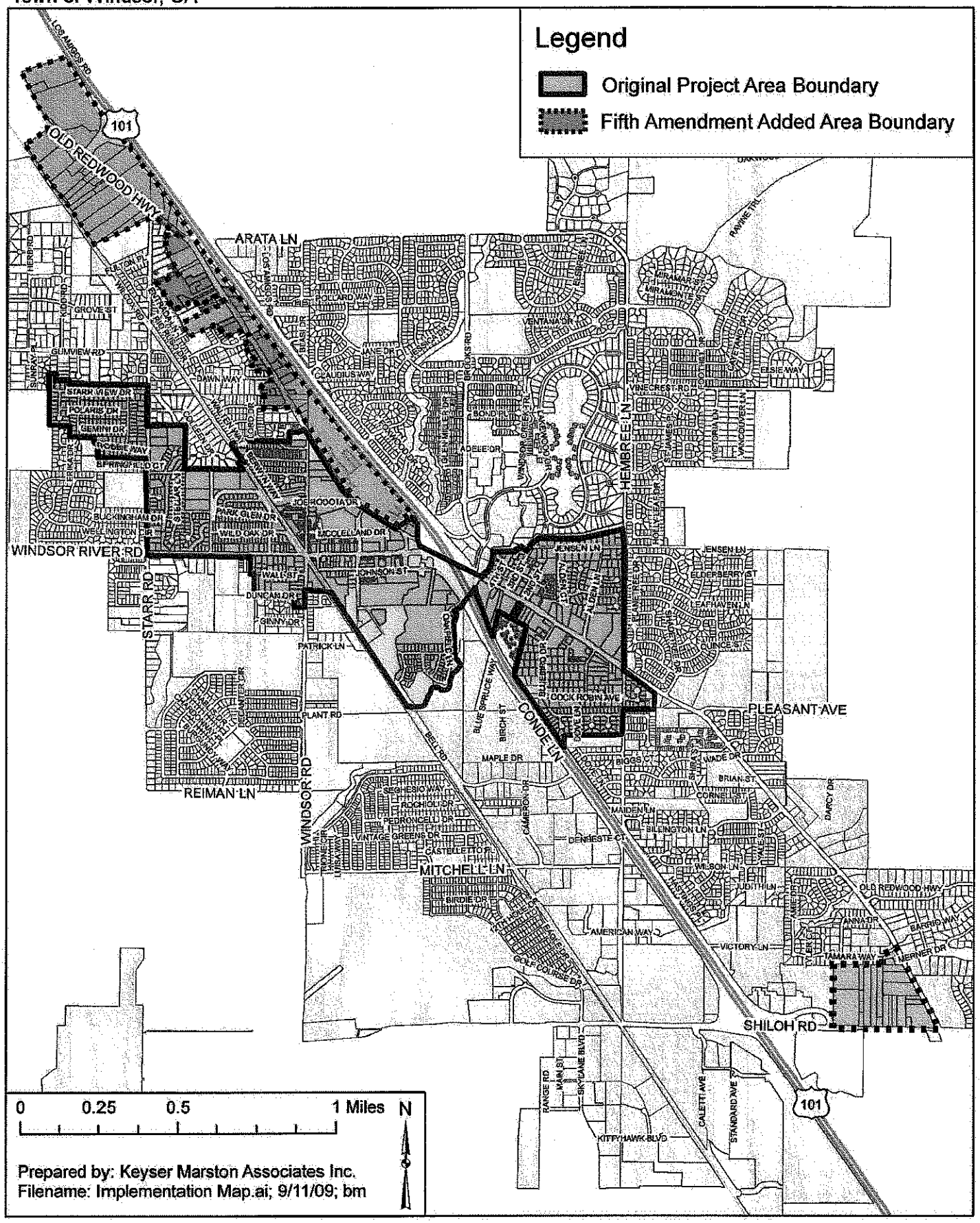
DATE: August 25, 2009

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

ATTACHMENT NO. 2

PROJECT AREA MAP

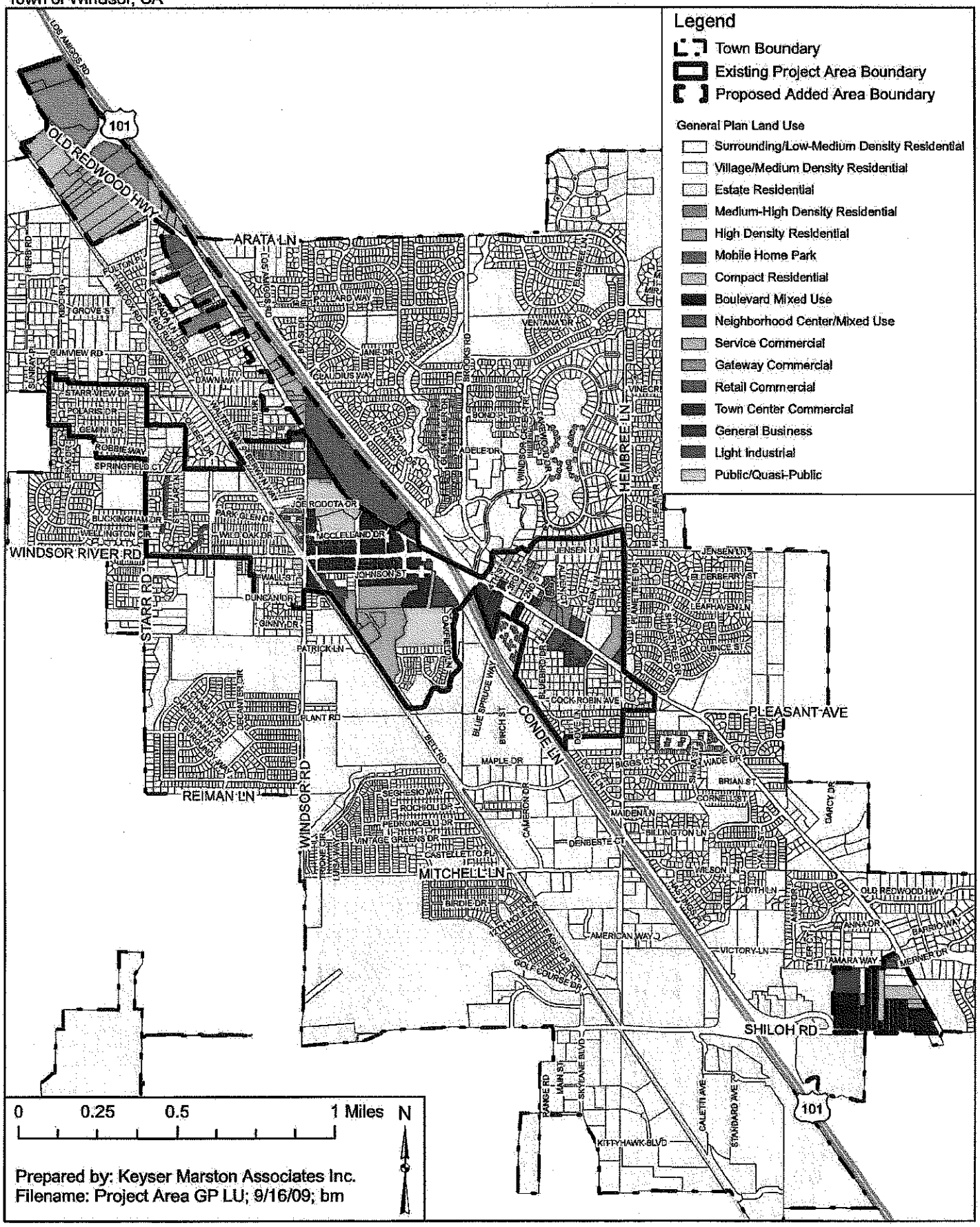
Town of Windsor Redevelopment Project Area Map
Town of Windsor, CA



ATTACHMENT NO. 3

REDEVELOPMENT LAND USE MAP

Project Area General Plan Land Uses
Town of Windsor, CA



Prepared by: Keyser Marston Associates Inc.
Filename: Project Area GP LU; 9/16/09; bm

ATTACHMENT NO. 4

POTENTIAL PUBLIC IMPROVEMENTS

ATTACHMENT NO. 4
POTENTIAL PUBLIC IMPROVEMENTS

The following public improvements projects may be provided in the Project Area:

1. Traffic/Circulation

   a. The construction, reconstruction, widening or other improvement of streets and roadways within or serving the Project Area;

   b. The installation or modernization of traffic signals on streets and roadways within or serving the Project Area;

   c. The realignment or removal of railroad tracks within or serving the Project Area;

   d. The construction, reconstruction or other improvement of curbs, gutters and sidewalks along or adjacent to streets and roadways within or serving the Project Area; and

   e. The installation, construction, reconstruction or other improvement of bridges, over or underpasses, and street medians, as well as bicycle paths, bus shelters and other improvements that facilitate multi-modal public transportation.

2. Water, Sewer and Flood Control

   The installation, construction, reconstruction or other improvement of water, sewer and storm drainage systems and lines (collection, treatment and/or delivery) within or serving the Project Area, including the acquisition of new water sources.

3. Parking

   The installation, construction, reconstruction or other improvement of both on-street and surface parking spaces and lots, as well as structured parking facilities, within or serving the Project Area.

4. Streetscape and Street Lighting

   The installation of new, or repair or replacement of existing, landscaping and irrigation, street lighting, gateways and other signage, street furniture, trash receptacles, planters, murals and other amenities within or serving the Project Area.

5. Utilities

The installation of new, or repair or replacement of existing, electrical distribution systems, natural gas distribution systems, and cable television and fiber optic communication systems; where feasible, said utilities shall be placed underground.

6. Parks, Open Spaces and Community Facilities

The installation, construction, reconstruction or other improvement of parks, open spaces including trails, school facilities, fire and police facilities, libraries, community centers including cultural centers, teen centers, plazas, recreational facilities and playgrounds.