

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO ACCEPTING THE AMENDED PRELIMINARY PLAN FOR THE
MODESTO REDEVELOPMENT PROJECT.

WHEREAS, by Resolution No. 91-3 adopted on January 7, 1991, the
Planning Commission of the City of Modesto amended the project area for the
Modesto Redevelopment Project (the "Project"), approved an Amended Preliminary
Plan for the Project and submitted said Amended Preliminary Plan to the Agency,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the
City of Modesto as follows:

SECTION 1. The Amended Preliminary Plan for the Modesto
Redevelopment Project, as formulated and approved by the Planning Commission
of the City of Modesto is hereby accepted by the Agency, and the Agency hereby
directs that amendments to the official Redevelopment Plan for the Project be
prepared.

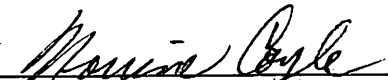
SECTION 2. Pursuant to Section 33328.3 of the Health and Safety
Code, the Executive Director of the Agency is hereby authorized and directed
to file the information required by Health and Safety Code Sections 33327 and
33328 with the appropriate taxing officials, taxing agencies and State Board
of Equalization.

The foregoing resolution was introduced at a special meeting of the
Redevelopment Agency of the City of Modesto held on the 8th day
of January, 1991, by Agency Member Lang, who moved its
adoption, which motion being duly seconded by Agency Member Dobbs,
was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Dobbs, Lang, Muratore, Patterson, Chairperson Whiteside


NOES: Agency Members: None

ABSENT: Agency Members: Bird, Irizarry

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 2-91

A RESOLUTION ADOPTING A REVISED CONFLICT OF INTEREST CODE APPLICABLE TO THE MEMBERS OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND RESCINDING AGENCY RESOLUTION NO. 6-82.

WHEREAS, by Resolution No. 6-82 adopted by the Redevelopment Agency of the City of Modesto, the Agency adopted a Conflict of Interest Code applicable to the members of the Agency pursuant to the Political Reform Act of 1974, and

WHEREAS, the Agency desires to amend the Conflict of Interest Code to change the list of positions that designated employees of the Agency to add the Deputy City Manager position as the Redevelopment Agency's Deputy Director and to delete the position of Senior Planner from the list,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. Adoption of Conflict of Interest Code. In compliance with Section 87300 of the Government Code, the Redevelopment Agency of the City of Modesto (the "Agency") hereby adopts the Conflict of Interest Code, a copy of which is attached hereto marked Exhibit A and incorporated herein by reference.

SECTION 2. Application of Code. This Conflict of Interest Code shall be applicable to members of the Agency.

SECTION 3. Disclosure. Agency members, in their capacities as members of the City Council of the City of Modesto, are already required to disclose investments, interests in real property and income under Section 87200 et seq. of the Government Code within the jurisdiction of the Agency. Therefore, no other or additional disclosure requirements are imposed by this Conflict of Interest Code.

SECTION 4. Circumstances Requiring Disqualification. No Agency member shall make, participate in making or use his or her official position to influence the making of any governmental decision which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on a financial interest as defined in Section 87103 of the Government Code unless his or her participation is legally required for the decision to be made.

SECTION 5. Send to Code-Reviewing Body. The Agency Secretary is directed to forward a certified copy of this resolution to the City Council for review and filing.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that Resolution No. 6-82 is hereby rescinded.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 8th day of January, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Irizarry, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Lang, Muratore, Patterson, Chairperson Whiteside

NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

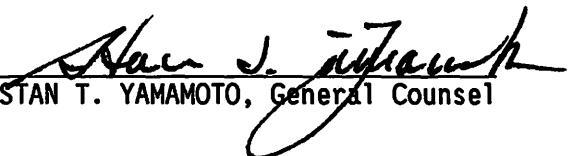
By 
STAN T. YAMAMOTO, General Counsel

EXHIBIT "A"
CONFLICT OF INTEREST CODE
OF THE
OFFICERS AND EMPLOYEES
OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MODESTO

Section 100. Purpose. The Political Reform Act, Government Code Section 81000 et seq., requires every state or local governmental agency to adopt and promulgate a Conflict of Interest Code.

Section 200. Designated Positions. The positions listed on Exhibit A, attached hereto, are designated positions. Officers and employees holding these positions are designated employees and are deemed to make, or participate in the making of, decisions which may foreseeably have a material financial effect on a financial interest.

Section 300. Existing Code. Designated employees, in their capacities as officials and employees of the City of Modesto, are already designated employees pursuant to various Conflict of Interest Codes of the City of Modesto adopted for each City department and adopted under the Political Reform Act of 1974 for the jurisdiction of the Agency, and pursuant to those Codes are already required to file disclosure statements and are prohibited from making or participating in the making of any governmental decision which will foreseeably have a material financial effect upon a financial interest of the designated employee. Therefore, no other or additional disclosure requirements are imposed by this Conflict of Interest Code.

Section 400. Incorporated by Reference. The terms and provisions of each departmental Conflict of Interest Code of the City of Modesto, and any amendments to them duly adopted which apply to an Agency officer or employee in his or her capacity as a City officer or employee, along with Exhibit A attached hereto, are hereby incorporated by reference and constitute the Conflict of Interest Code of the Officers and Employees of the Redevelopment Agency of the City of Modesto and shall apply to the Agency officers and employees in the same manner as if the Agency officers or employees were acting as City officers and employees.

Section 500. Compliance. Compliance with all of the terms and conditions of the various applicable Conflict of Interest Codes of the City of Modesto shall be deemed to be compliance with this Conflict of Interest Code.

EXHIBIT A

Persons holding the following positions are designated employees of the Agency:

Executive Director	(City Manager)
Deputy Director	(Deputy City Manager)
Secretary	(City Clerk)
Finance Officer	(Finance Director)
General Counsel	(City Attorney)
Assistant to Executive Director	(Assistant to City Manager)
Associate Planner, Advanced Planning	(Associate Planner, Advanced Planning)

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 3-91

A RESOLUTION APPROVING AND ADOPTING REVISED BYLAWS FOR THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO, AND RESCINDING REDEVELOPMENT AGENCY RESOLUTION NOS. 2-82, 11-83, AND 32-86.

WHEREAS, Section 33125 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides that a redevelopment agency may make, amend and repeal bylaws and regulations not inconsistent with, and to carry into effect, the powers and purposes of the agency under the Community Redevelopment Law, and

WHEREAS, by Resolution No. 2-82, the Redevelopment Agency of the City of Modesto (the "Agency") adopted the Bylaws of the Redevelopment Agency (the "Bylaws") for the conduct of its business, and

WHEREAS, Article IV, Section 4.01 of the Redevelopment Agency's Bylaws provides that an amendment may be made to the Bylaws by a majority vote of the members of the Agency, provided at least seven (7) days' written notice thereof has been given to each member, and

WHEREAS, by Resolution No. 11-83, the Redevelopment Agency of the City of Modesto approved and adopted amendments to the Bylaws of the Redevelopment Agency for the purpose of redesignating its regular meeting as set forth therein, which necessitated the renumbering of sections in said Bylaws, and

WHEREAS, by Resolution No. 32-86, the Redevelopment Agency of the City of Modesto approved and adopted amendments to the Bylaws of the Redevelopment Agency for the purpose of complying with amendments to the Brown Act, and

WHEREAS, the Agency again desires to amend its Bylaws for the purpose of amending Section 2.01 relating to Officers, to change the title of

Assistant Director to the title of Deputy Director to conform to the title of Deputy City Manager; and to amend Section 3.04 relating to the Order of Business, to add thereto Oral Communications and Matters Too Late For The Agenda, and

WHEREAS, as required by Section 4.01 of the Bylaws, all Agency members were provided written notice of the proposed amendments in the form of a copy of a Memorandum dated December 28, 1990 from Assistant to Executive Director Herrero, a copy of which memorandum is on file in the Office of the City Clerk,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. The Bylaws for the Redevelopment Agency of the City of Modesto in the form attached to this resolution, marked Exhibit A and incorporated herein by reference, are hereby approved and adopted.

SECTION 2. Resolution Nos. 2-82, 11-83 and 32-86 adopted by the Redevelopment Agency of the City of Modesto are hereby rescinded.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 8th day of January, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Irizarry, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Lang, Muratore, Patterson, Chairperson Whiteside

NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: Norrine Coyle
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By Stan T. Yamamoto
STAN T. YAMAMOTO, General Counsel

EXHIBIT "A"

BYLAWS OF THE
REDEVELOPMENT AGENCY
OF THE CITY OF MODESTO

ARTICLE I – THE AGENCY

Section 1.01. Name of Agency. The official name of the Agency shall be the "Redevelopment Agency of the City of Modesto."

Section 1.02. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 1.03. Office of Agency and Place of Meetings. The office of the Agency shall be at 801 11th Street, Modesto, California, but the Agency may hold its meetings at any place in the City of Modesto, California, which the Agency may from time to time designate.

Section 1.04. Powers. The powers of the Agency shall be vested in the members thereof then in office, who reserve unto themselves the right to delegate by resolutions such powers as are appropriate and permissible by law.

Section 1.05. Members. The members of the Agency shall be the members of the City Council of the City of Modesto.

ARTICLE II – OFFICERS

Section 2.01. Officers. The officers of the Agency shall be a Chairperson and a Vice-Chairperson. Other officials acting as its staff shall be an Executive Director, a Deputy Director, a Finance Officer, a General Counsel and a Secretary.

Section 2.02. Chairperson. The Chairperson of the Agency shall be the Mayor of the City of Modesto elected as provided by the Charter of the City of Modesto. The Chairperson shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency or the provisions of these Bylaws, the Chairperson shall sign all contracts, deeds and other instruments made by the Agency. At each meeting, the Chairperson shall submit recommendations and information as the Chairperson may consider proper concerning the business, affairs and policies of the Agency.

Section 2.03. Vice-Chairperson. The Vice-Chairperson shall be the Vice-Mayor of the City of Modesto as designated and provided by the Charter of the City of Modesto. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the absence of the Chairperson and Vice-Chairperson, the Agency members shall elect a member present as Chairperson pro tempore for the purpose of conducting meetings and performing the duties of the Chairperson.

Section 2.04. Executive Director. The Executive Director shall be appointed by the Agency and shall serve at the pleasure of the Agency. The Executive Director shall have general supervision over administration of the Agency business and its affairs, subject to the direction of the Agency. The Executive Director shall sign all orders and checks for the payment of money as authorized by the Agency. The Executive Director shall give such bond for faithful performance of the Executive Director's duties as the Agency may determine.

Section 2.05. Deputy Director. The Deputy Director shall be appointed by the Agency and shall serve at the pleasure of the Agency. The Deputy Director shall assist in the general supervision and administration of Agency business and its affairs, subject to the direction of the Executive Director and the Agency.

Section 2.06. Finance Officer. The Finance Officer shall be appointed by the Agency and shall serve at the pleasure of the Agency. The Finance Officer shall have the care and custody of all funds of the Agency and shall deposit the same in the name of the Agency in such bank or banks as the Agency may select. The Finance Officer shall prepare all orders and checks for the payment of money and shall pay out and disburse such monies. The Finance Officer shall submit all such orders and checks to the Executive Director for signature and to the Secretary for co-signature. The Finance Officer shall keep regular books of account, showing receipts and expenditures and shall render to the Agency on a quarterly basis, or more often when requested, an account of the Agency's transactions and also the financial conditions of the Agency. The Finance Officer shall give such bond for faithful performance of the Finance Officer's duties as the Agency may determine.

Section 2.07. General Counsel. The General Counsel shall be appointed by the Agency and shall serve at the pleasure of the Agency. The General Counsel shall be the chief legal officer of the Agency and shall be responsible for the preparation of all proposed resolutions, laws, rules, contracts, bonds and all other legal papers for the Agency. The General Counsel shall give advice or opinions in writing to the Chairperson or other Agency officers whenever required to do so. The General Counsel shall attend to all suits and other matters to which the Agency is a part or in which the Agency may be legally interested and do such other things pertaining to the General Counsel's office as the Agency may require.

Section 2.08. Secretary. The Secretary shall be appointed by the Agency and shall serve at the pleasure of the Agency. The Secretary shall keep the records of the Agency, shall act as secretary at meetings of the Agency and shall record all votes and keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purpose and shall perform all duties incident to the Secretary's office. The Secretary shall maintain a record of all official proceedings of the City Council of the City of Modesto relevant to the Agency and the redevelopment program. The Secretary shall countersign all orders and checks for the payment of money. The Secretary shall give such bond for faithful performance of the Secretary's duties as the Agency may determine.

Section 2.09. Expenses. Members of the Agency shall receive their actual and necessary expenses, including traveling expenses incurred in the discharge of their duties.

Section 2.10. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time-to-time be required by the Agency or the Bylaws or rules and regulations of the Agency.

Section 2.11. Election or Appointment of Officers. Officers other than Chairperson and Vice-Chairperson shall be appointed at the annual meetings of the Agency.

Section 2.12. Vacancies. Should the offices of Chairperson or Vice-Chairperson become vacant, the Agency shall elect a successor in the same manner as provided for the Mayor and the Vice-Mayor in the Charter of the City of Modesto. Should any office other than Chairperson or Vice-Chairperson become vacant, the Agency shall appoint a successor within a reasonable time or by resolution determine that such office shall remain vacant for a definite or indefinite period of time.

Section 2.13. Additional Personnel. The Agency may from time to time appoint or employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the California Community Redevelopment Law and all other laws of the State of California applicable thereto. The selection, duties and compensation of such personnel shall be determined by the Agency, subject to the laws of the State of California.

ARTICLE III - MEETINGS

Section 3.01. Annual Regular Meeting. The annual regular meeting of the Agency shall be held on the same day and at the same time as the meeting of the City Council of the City of Modesto as specified in the Charter of the City of Modesto for the designation of the Vice-Mayor, in the chambers of the City Council, 801 11th Street, Modesto, California.

Section 3.02. Special Meetings. The Chairperson of the Agency may, when he/she deems it expedient, and shall, upon the written request of two (2) members of the Agency, call a special meeting of the Agency for the purpose of transacting the business designated in the call. The means and method for calling such special meeting shall be as set forth in the Ralph M. Brown Act, Government Code Section 54950 et seq. At such special meeting, no business shall be considered other than as designated in the call.

Section 3.03. Quorum. Four (4) members of the Agency shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time-to-time until the quorum is obtained. Every official act of the Agency shall be adopted by a majority vote. A "majority vote" shall mean a majority of the full membership.

Section 3.04. Order of Business. At the annual regular meeting of the Agency, the following shall be the order of business:

- (1) Roll Call;
- (2) Consent items;
- (3) Approval of the minutes of the previous meeting;
- (4) Bills and correspondence;
- (5) Oral and Written Communications;
- (6) Reports of committees;
- (7) Unfinished business;
- (8) New business;
- (9) Matters too late for the agenda;
- (10) Adjournment.

All resolutions shall be in writing and designated by number, reference to which shall be inscribed in the minutes and an approved copy filed in the official book of resolutions of the Agency.

Section 3.05. Manner of Voting. The voting on formal resolutions and on such other matters as may be requested by a majority of the Agency members, shall be by roll call, and the ayes and noes shall be entered upon the minutes of such meeting.

Section 3.06. Rules of Procedure. Unless a different procedure is established by resolution of the Agency, or set forth in these Bylaws, the rules of procedure set forth in Chapter 1, Title II of the Modesto Municipal Code shall govern all meetings of the Agency.

ARTICLE IV - AMENDMENTS

Section 4.01. Amendments to Bylaws. The Bylaws of the Agency may be amended by the Agency at any regular or special meeting by majority vote, provided that no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously given to all members of the Agency. Such notice shall identify the section or sections of the bylaws proposed to be amended.

ARTICLE V - CONFLICTS

Section 5.01. Conflicts. Conflicts shall be determined and governed by a Conflict of Interest Code to be adopted by the Agency and approved by the City Council.

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 4-91

A RESOLUTION GRANTING COMPENSATION TO MEMBERS OF THE
MODESTO REDEVELOPMENT AGENCY.

WHEREAS, Section 33114 of the Health and Safety Code provides that members of a redevelopment agency may receive compensation as the legislative body prescribes, and

WHEREAS, Section 33114.5 of the Health and Safety Code provides that the compensation provided for in Section 33114 shall not exceed thirty dollars (\$30) per member for each meeting of the agency attended by the member, and no member shall receive compensation for attending more than four meetings of the agency during any calendar month,

NOW, THEREFORE, BE IT RESOLVED by the Modesto Redevelopment Agency that it hereby provides that members of the Redevelopment Agency shall receive compensation in the amount of thirty dollars (\$30) per member for each meeting of the Agency attended, however, no member shall receive compensation for attending more than four meetings of the Agency during any calendar month.


The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of March,

1991, by Agency Member Lang, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Lang, Muratore, Patterson, Chairperson Whiteside

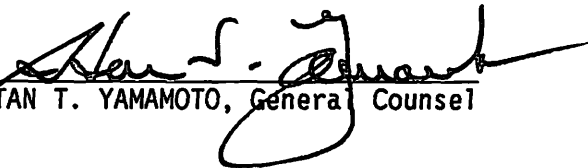
NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

REDEVELOPMENT AGENCY OF THE CITY OF MODESTO
RESOLUTION NO. 5-91

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF
CERTAIN LEASE FINANCING DOCUMENTS, AND AUTHORIZING AND
DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO.

RESOLVED, by the Board of the Redevelopment Agency of the City of
Modesto (the "Agency"):

WHEREAS, the City of Modesto (the "City"), working together with the
Agency, has caused Certificates of Participation (Modesto Community Center
Project) to be executed and delivered in the aggregate principal amount of
\$21,600,000, the proceeds of which were used to refinance the acquisition,
construction, installation and equipping of certain capital improvements, as
more particularly described in the hereinafter defined Lease Agreement (the
"Project"), and

WHEREAS, the City proposes to refinance the Project and it is in the
public interest and for the public benefit that the Agency authorize and
direct execution of the Lease Agreement (as hereinafter defined) and certain
other financing documents in connection therewith, and

WHEREAS, the documents below specified shall be filed with the
Agency, and the members of the Agency, with the aid of its staff, shall review
said documents,

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. The Executive Director and the Secretary are hereby
authorized and directed to have prepared, and to review upon preparation
thereof, the below enumerated documents, the review and execution thereof as
herein provided being conclusive evidence of the approval of such documents by

the Authority, and the Executive Director and the Secretary are authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official, and the Secretary of the Agency is hereby authorized and directed to attest to such official's signature:

(a) a site and facility lease, between the City, as lessor, and the Agency, as lessee;

(b) a lease agreement, relating to the Project, between the Agency, as lessor, and the City, as lessee (the "Lease Agreement");

(c) an assignment agreement, by and between the Agency and the Trustee as hereinafter defined, pursuant to which the Agency will assign certain of its rights under the Lease Agreement, including its right to receive lease payments thereunder, to the Trustee; and

(d) a trust agreement, by and among the Agency, the City and a trustee to be named therein, as trustee (the "Trustee"), relating to the financing and the execution and delivery of certificates of participation evidencing the direct, undivided fractional interests of the owners thereof in lease payments to be made by the City under the Lease Agreement.

Section 2. The Executive Director, Secretary and other officials of the Agency are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this resolution and the lease financing herein authorized.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of March, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Dobbs, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Lang, Muratore, Patterson, Chairperson Whiteside

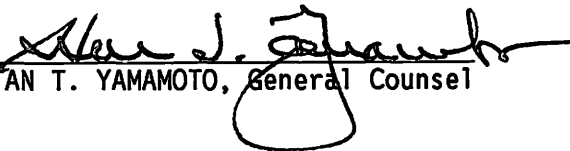
NOES: Agency Members: None

ABSENT: Agency Members: None

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 6-71

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO APPROVING THE PRELIMINARY REPORT TO AFFECTED
TAXING ENTITIES ON THE PROPOSED AMENDED REDEVELOPMENT PLAN
FOR THE MODESTO REDEVELOPMENT PROJECT.

WHEREAS, pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the Redevelopment Agency of the City of Modesto (the "Agency") is in the process of preparing a proposed Amended Redevelopment Plan (the "Amendment" for the Modesto Redevelopment Project (the "Project"), and

WHEREAS, pursuant to Section 33344.5 of the Health and Safety Code, the Agency has prepared a preliminary report (the "Preliminary Report") on the proposed Amendment for transmittal to each affected taxing entity, as defined in Section 33353.2 of the Health and Safety Code,

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby approves and adopts the Preliminary Report, a copy of which report is on file in the office of the City Clerk.

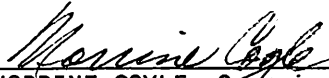
Section 2. The Executive Director of the Agency is hereby authorized and directed to transmit the Preliminary Report to each affected taxing entity.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 7th day of May, 1991, by Agency Member Irizarry, who moved its adoption, which motion being duly seconded by Agency Member Patterson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Martin, Muratore, Patterson

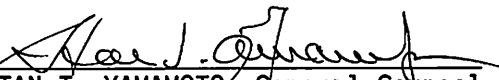
NOES: Agency Members: None

ABSENT: Agency Members: Mayor Lang

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

REDEVELOPMENT AGENCY OF THE CITY OF MODESTO
RESOLUTION NO. 7-91

A RESOLUTION ACCEPTING TITLE TO PROPERTY CONVEYED BY THE CITY OF MODESTO TO THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (LOT 1 AT 701 AND 703 BRIGHTON AVENUE IN BLOCK 1033).

WHEREAS, the City of Modesto owns Lot 1 at 701 and 703 Brighton Avenue in Block 1033 of Downey Manor in the City of Modesto, and

WHEREAS, said property was acquired for the proposed Brighton Avenue realignment project, and

WHEREAS, said realignment project has been abandoned, therefore, said property has become surplus property to the City's needs, and

WHEREAS, said property is located within the Modesto Redevelopment Project area, and the Redevelopment Agency is obligated to replace housing lost as a result of the Redevelopment project and to assure that the replacement housing units are maintained at low and moderate income levels, therefore, a duplex has been built on the above described property to fulfill the obligation of the Redevelopment Agency in relation to the Agency's downtown project, and

WHEREAS, in order for the Redevelopment Agency to carry out the Modesto Redevelopment Project, title to said property should vest in the Redevelopment Agency of the City of Modesto, and

WHEREAS, the City of Modesto has by grant deed conveyed titled to said property to the Redevelopment Agency of the City of Modesto,

NOW, THEREFORE, BE IT RESOLVED by the members of the Redevelopment Agency of the City of Modesto that it does hereby accept the conveyance of title to Lot 1 at 701 and 703 Brighton Avenue in Block 1033 of Downey Manor in the City of Modesto to the Redevelopment Agency of the City of Modesto, in order for the Redevelopment Agency to sell the lot and duplex to the Housing Authority of Stanislaus County.

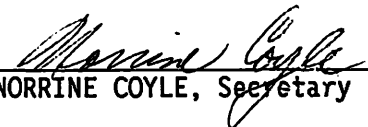
BE IT FURTHER RESOLVED that the Secretary of the Redevelopment Agency of the City of Modesto is hereby authorized to sign an acceptance of the grant deed conveying title to said property to the Redevelopment Agency of the City of Modesto and to record said grant deed in the Stanislaus County Recorder's Office.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 7th day of May, 1991, by Agency Member Irizarry, who moved its adoption, which motion being duly seconded by Agency Member Patterson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Martin, Muratore, Patterson

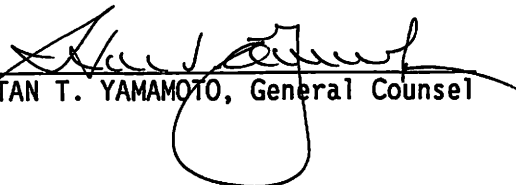
NOES: Agency Members: None

ABSENT: Agency Members: Mayor Lang

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 8-91

A RESOLUTION APPROVING THE EXECUTION OF THE PROPER DOCUMENTS IN CONNECTION WITH THE SALE OF 701/703 BRIGHTON AVENUE TO THE HOUSING AUTHORITY OF STANISLAUS COUNTY

BE IT HEREBY RESOLVED by the Redevelopment Agency of the City of Modesto that the execution of the proper documents to sell the property at 701/703 Brighton Avenue to the Housing Authority of Stanislaus County be, and it is hereby approved.

BE IT FURTHER RESOLVED that the execution of said documents by the designated Agency officials be authorized.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 7th day of May, 1991, by Agency Member Irizarry, who moved its adoption, which motion being duly seconded by Agency Member Patterson, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Agency Members:	Bird, Irizarry, Martin, Muratore, Patterson, Acting Chairperson Dobbs
NOES:	Agency Members:	None
ABSENT:	Agency Members:	Chairperson Lang

ATTEST: *Norrine Coyle*
NORRINE COYLE, City Clerk

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 9-91

A RESOLUTION REIMBURSING THE CITY OF MODESTO GAS TAX FUND.

WHEREAS, by Resolution 91-7 adopted by the Modesto Redevelopment Agency on May 7, 1991, the Redevelopment Agency accepted title to property conveyed by the City of Modesto, Lot 1 at 701 and 703 Brighton Avenue in Block 1033 in the City of Modesto, as said property is located within the Modesto Redevelopment Project area, and

WHEREAS, it is necessary to reimburse the City gas tax fund in the amount of \$4,000, which was the original purchase price of Lot 1 at 701 and 703 Brighton Avenue in Block 1033 in the City of Modesto, since the City gas tax fund was the original source of financing the Brighton Avenue realignment project, which project has been abandoned,

NOW, THEREFORE, BE IT RESOLVED by the Modesto Redevelopment Agency that the City gas tax fund is hereby reimbursed in the amount of \$4,000 which is the original purchase price of Lot 1 at 701 and 703 Brighton Avenue in Block 1033 in the City of Modesto, since the City gas tax fund was the original source of financing the Brighton Avenue realignment project, which project has been abandoned.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 7th day of May, 1991, by Agency Member Irizarry, who moved its adoption, which motion being duly seconded by Agency Member Patterson, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Martin, Muratore, Patterson,

NOES: Agency Members: None

ABSENT: Agency Members: Mayor Lang

ATTEST: Norrine Coyle
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By Stan T. Yamamoto
STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 10-91

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE MODESTO CENTRE PLAZA ASSOCIATES LIMITED PARTNERSHIP REQUEST FOR CONSENT TO AN ADDITIONAL LOAN FOR THE RED LION HOTEL/OFFICE PROJECT.

BE IT HEREBY RESOLVED by the Modesto Redevelopment Agency that the Executive Director of the Redevelopment Agency is hereby authorized to execute the following documents in connection with the request of Modesto Centre Plaza Associates, L.P., a California limited partnership, for the consent to an additional loan to the partnership by U.S. Bancorp Mortgage Company of Portland, Oregon, for the Red Lion Hotel/Office Project:

1. The First Amendment to the Deed of Trust dated December 29, 1988, to be executed by the Redevelopment Agency and Modesto Centre Plaza Associates, L.P.;
2. The Fourth Amendment to the Hotel Lease to be executed by the Redevelopment Agency and Modesto Center Plaza Associates, L.P.;
3. A Disposition and Development Agreement Estoppel Certificate to be executed by the Redevelopment Agency and Modesto Centre Plaza Associates, L.P.;
4. A Parking Structure Sublease Agreement Estoppel Certificate to be executed by the Redevelopment Agency and the City of Modesto;
5. A Reciprocal Easement Agreement Estoppel Certificate to be executed by the Redevelopment Agency.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that the Executive Director is hereby authorized to execute any and all other documents necessary in relation to the Modesto Centre Plaza Associates, L.P.'s request for consent to an additional loan for the Red Lion Hotel/Office Project, including, without limitation, that certain Indemnity Agreement, to be executed by the Modesto Centre Plaza Associates, L.P. in

favor of the Redevelopment Agency and relating to the encroachment of the Red Lion upon adjacent agency property.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that the General Counsel is directed to provide to U.S. Bancorp Mortgage Company an opinion letter on behalf of the Redevelopment Agency, and to obtain a cancellation of that certain agreement with Food Service Management, a sole proprietorship, dated March 3, 1988.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that it accepts the representation of Modesto Centre Plaza Associates, L.P. to provide to Agency timely reports regarding performance of the project so that the Agency can be advised early of any circumstances that might adversely impact the project.

BE IT FURTHER RESOLVED by the Redevelopment Agency of the City of Modesto that as a condition precedent to the document execution authorized hereby, Modesto Centre Plaza Associates, L.P. shall provide the following to the General Counsel:

1. An owner's policy of title insurance covering the Red Lion Hotel and its site guaranteeing that said Hotel and site are free and clear of all liens and encumbrances except those listed in Exhibit A attached hereto and by this reference made a part hereof.
2. Evidence of the lien-free status of title to the Parking Structure that is satisfactory to the General Counsel.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 4th day of June, 1991, by Agency Member Martin, who moved its adoption, which motion being duly seconded by Agency Member Dobbs, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Dobbs, Irizarry, Martin, Muratore, Patterson,
Mayor Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird

ATTEST: *Norrine Coyle*
for NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By *Stan T. Yamamoto*
STAN T. YAMAMOTO, General Counsel

EXHIBIT A

AUTHORIZED EXCEPTIONS FROM TITLE INSURANCE

1. General and special taxes of the County of Stanislaus and City of Modesto, including such Direct Special Assessments (if any) as may be included and collected therewith, for the fiscal year 1991-92, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, Revenue and Taxation Code, Section 75 et seq.

Note: Supplemental Tax Assessment pending on Assessment No. 105-4807-06,07,08,09,10

3. Assessments of the Modesto Irrigation District within which the herein described property is situated. All assessments levied to date have been paid.
4. Memorandum of Lease between the Redevelopment Agency of the City of Modesto, a public body corporate and politic as lessor, and the City of Modesto, a charter city of municipal corporation as lessee, recorded November 21, 1985 as Instrument No. 27969 in Reel 80 of Official Records, Image 563.

(AFFECTS PARCEL NO. 2 WITH OTHER PROPERTY)

The interest of the Lessor in and to said lease has been assigned to Bank of America National Trust and Savings Association, a national banking association, as Trustee by Assignment recorded November 21, 1985 as Instrument No. 27970 in Reel 80 of Official Records, Image 570.

Memorandum of Amendment under said Lease recorded June 30, 1987 as Instrument No. 96037.

The interest of the Lessor in and to said lease has been assigned to First Interstate Bank of California, a State banking corporation by Assignment recorded June 30, 1987 as Instrument No. 96038 of Official Records.

Memorandum of Parking Garage Sublease dated December 29, 1988, between the City of Modesto, a public body, corporate and politic, as Sublessor and Community Center Hotel Associates, a California corporation, as Sublessee, recorded December 30, 1988 as Instrument No. 090211 of Official Records.

Special Assignment of Ground Lease, dated December 29, 1988 by and among the Redevelopment Agency of the City of Modesto, a public body, corporate and politic ("Assignor"), Modesto Centre Plaza Associates, L.P., a California limited partnership ("Tenant"), and U.S. Bancorp

Mortgage Company, an Oregon corporation ("Assignee"), recorded December 30, 1988 as Instrument No. 090216 of Official Records.

5. Property Management Agreement executed by and between the Redevelopment Agency of the City of Modesto and the Economic Development Administration, United States of America on the terms and conditions contained therein, recorded December 2, 1985 in Reel 82 of Official Records, Image 132.

(AFFECTS PARCEL NO. 2)

6. Memorandum of Lease between the Redevelopment Agency of the City of Modesto, a public body corporate and politic, as lessor, and Community Center Hotel Associates, a California Corporation as lessee, recorded July 10, 1986 in Reel 128 of Official Records, Page 0457.

(AFFECTS PARCEL NO. 1)

Assignment and Assumption of Disposition and Development Agreement, Hotel Lease, Parking Structure Lease and Reciprocal Easement Agreement, dated December 29, 1988, by and between Community Center Hotel Associates, a California corporation ("Assignor") and Modesto Centre Plaza Associates, L.P., a California limited partnership ("Assignee"), recorded December 30, 1988 as Instrument No. 090214 of Official Records.

Confirmation of lease term recorded September 18, 1990 as Instrument No. 079358.

7. Easement for electrical facilities together with incidental rights appurtenant thereto over and across a portion of the herein described property, as granted to the Modesto Irrigation District by instrument recorded October 7, 1988 as Instrument No. 69370 of Official Records.

(AFFECTS PARCEL NO. 1)

8. Reciprocal Easement Agreement, dated December 29, 1988, entered into between the Redevelopment Agency of the City of Modesto, Agency, and Community Center Hotel Associates, a California corporation, Hotel Developer, recorded December 30, 1988 as Instrument No. 090210 of Official Records.

9. Assignment of Rents and Leases dated December 29, 1988, by Modesto Centre Plaza Associates, L.P., a California limited partnership, ("Assignor") to U.S. Bancorp Mortgage Company, an Oregon corporation ("Assignee"), recorded December 30, 1988 as Instrument No. 090217 of Official Records.

10. Financing Statement, executed by Modesto Centre Plaza Associates, L.P., a California limited partnership and Redevelopment Agency of the City of Modesto to U.S. Bancorp Mortgage Company, dated December 29, 1988

and recorded December 30, 1988 as Instrument No. 090219 of Official Records.

11. Assignment of Disposition and Development Agreement dated December 29, 1988, by Modesto Centre Plaza Associates, L.P., a California limited partnership ("Assignor"), to and for the benefit of U.S. Bancorp Mortgage Company, and Oregon corporation ("Assignee"), recorded December 30, 1988 as Instrument No. 090218 of Official Records.
12. Memorandum of Preopening Agreement and Management Agreement, dated December 29, 1988, executed by Modesto Centre Plaza Associates, L.P. to Red Lion, a California limited partnership, recorded December 30, 1988 as Instrument No. 090220 of Official Records.

Short Form Assignment of Management Agreement and Preopening Agreement and Subordination Agreement, dated December 29, 1988, by and among Modesto Centre Plaza Associates, L.P., a California limited partnership ("Assignor"), Red Lion, a California limited partnership ("Manager") and U.S. Bancorp Mortgage Company, an Oregon corporation ("Assignee"), recorded December 30, 1988 as Instrument No. 090221 of Official Records.

13. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Deed of Trust to secure an indebtedness of \$25,800,000.00, together with any other amounts payable thereunder.

Dated: December 29, 1988

Trustor: Modesto Centre Plaza Associates, L.P., a California limited partnership

Fee Owner: Redevelopment Agency of the City of Modesto, a Public Body Corporate and Politic

Trustee: Stewart Title of Modesto

Beneficiary: U.S. Bancorp Mortgage Company, an Oregon corporation

Recorded: December 20, 1988 as Instrument No. 090215 of Official Records

Said Deed of Trust secures an additional advance of \$2,910,000.00 as disclosed by instrument recorded _____ as Instrument No. _____ in Volume _____ of Official Records, page _____.

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO REFERRING THE PROPOSED AMENDED
REDEVELOPMENT PLAN FOR THE MODESTO
REDEVELOPMENT PROJECT TO THE PLANNING
COMMISSION OF THE CITY OF MODESTO FOR REPORT AND
RECOMMENDATION

WHEREAS, Sections 33453 and 33458 of the Community
Redevelopment Law (Health and Safety Code Section 33000 et seq.) provide
that, prior to a joint public hearing on proposed amendments to a
redevelopment plan, the redevelopment agency shall submit the proposed
changes to the planning commission; and

WHEREAS, the Redevelopment Agency of the City of Modesto (the
"Agency") has prepared and completed a proposed Amended Redevelopment
Plan for the Modesto Redevelopment Project;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY
OF MODESTO DOES RESOLVE THAT the proposed Amended
Redevelopment Plan for the Modesto Redevelopment Project (in the form
attached hereto) is hereby referred to the Planning Commission of the City of
Modesto for report and recommendation.

The foregoing resolution was introduced at a regular meeting of the
Redevelopment Agency of the City of Modesto held on the 11th of
June, 1991, by Agency member Muratore
who moved its adoption, which motion being duly seconded by Agency
member Dobbs, was upon roll call carried and the
resolution adopted by the following vote.

AYES: Agency Members: Dobbs, Irizarry, Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird

ATTEST: Marianne Boyle
Secretary

(SEAL)

APPROVED AS TO FORM:

[Signature]
General Counsel

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO ACCEPTING AND ADOPTING THE
DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE
AMENDED REDEVELOPMENT PLAN FOR THE MODESTO
REDEVELOPMENT PROJECT

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") has prepared and completed a Draft Environmental Impact Report (the "Draft EIR") for the Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") in accordance with the provisions of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Admin. Code Section 15000 et seq., hereinafter the "State CEQA Guidelines") and the local procedures adopted by the Agency pursuant thereto; and

WHEREAS, the Agency hereby finds that the Draft EIR is in sufficient detail to permit adequate evaluation and review of the environmental impact of the proposed Project; and

WHEREAS, notices were sent to responsible agencies and affected taxing entities and other interested organizations for the purpose of soliciting comments prior to final preparation of the Draft EIR; and

WHEREAS, the Draft EIR is hereby accepted by the Agency for purposes of circulation for review and comment by public agencies and members of the public;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Draft EIR for the Amended Redevelopment Plan for the Modesto Redevelopment Project is hereby accepted and adopted by the Agency as the Agency's Draft EIR for said Project, and comments upon said Draft EIR will be received by the Agency at its office until 5:00 p.m. on July 29, 1991.

Section 2. The Executive Director, acting on behalf of the Agency, is hereby authorized and directed to:


(a) File a Notice of Completion with the Office of Planning and Research in accordance with Section 15085 of the State CEQA Guidelines;

(b) Provide for the distribution of said Draft EIR for comment from and consultation with affected taxing entities, public agencies having jurisdiction by law with respect to the Project, and the Fiscal Review Committee; and

(c) Publish a notice once in the newspaper of general circulation in the City of Modesto advising the public of the availability of copies of said Draft EIR for review and comment by the public. Copies of said Draft EIR shall be maintained for public inspection during the comment period from June 12, 1991, to and including July 29, 1991, at the office of the City Clerk and the City Library.

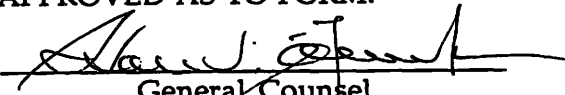
The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 11th of June, 1991, by Agency member Muratore who moved its adoption, which motion being duly seconded by Agency member Dobbs, was upon roll call carried and the resolution adopted by the following vote.

AYES: Agency Members: Dobbs, Irizarry, Martin, Muratore, Patterson,
Chairperson Lang
NOES: Agency Members: None
ABSENT: Agency Members: Bird

ATTEST: 
Secretary

(SEAL)

APPROVED AS TO FORM:


General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 13-91

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE 1991 REFUNDING OF THE MODESTO COMMUNITY CENTER CERTIFICATES OF PARTICIPATION.

BE IT HEREBY RESOLVED by the Redevelopment Agency of the City of Modesto that the Executive Director is hereby authorized to execute the following documents in connection with the 1991 refunding of the Modesto Community Center Certificates of Participation:

1. Consent to Refinancing and Subordination Agreement, and
2. Assignment of Lease, Assumption of Lease, and Consent to Assignment of Lease.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 18th day of June, 1991, by Agency Member Patterson, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Irizarry, Martin, Patterson,
Acting Chairperson Dobbs

NOES: Agency Members: None

ABSENT: Agency Members: Muratore, Chairperson Lang

ATTEST: *Norrine Coyle*
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By *Stan T. Yamamoto*
for STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 14-91

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN DOCUMENTS NECESSARY FOR A LOT LINE ADJUSTMENT BETWEEN THE MODESTO CENTRE PLAZA'S PARK PLAZA AND THE HOTEL'S PARKING LOT.

WHEREAS, the current parcel line between the Modesto Centre Plaza's park plaza and the hotel's parking lot does not match exactly the site plan agreed to as part of the Disposition and Development Agreement, and

WHEREAS, the lot line is to be moved slightly to the east to accommodate the vehicle drop-off area which will serve both the hotel and the Centre.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto that the Executive Director is authorized to sign all documents necessary to accomplish the Lot Line Adjusting including but not limited to Grant Deeds, leases and financial documents by and between the City, Redevelopment Agency, Modesto Centre Plaza Associates, U.S. Bancorp, and the Red Lion Hotel.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 18th day of June, 1991, by Agency Member Patterson, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Irizarry, Martin, Patterson,
Acting Chairperson Dobbs

NOES: Agency Members: None

ABSENT: Agency Members: Muratore, Chairperson Lang

ATTEST: *Norrine Coyle*
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By *Stan T. Yamamoto*
for STAN T. YAMAMOTO, General Counsel

REDEVELOPMENT AGENCY
RESOLUTION NO. 15-91

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO
APPROVING A FIRST AMENDMENT OF LEASE AGREEMENT WITH THE CITY OF
MODESTO.

WHEREAS, the Redevelopment Agency of the City of Modesto (the
"Agency") has heretofore leased certain community center improvements and
public parking improvements and the site thereof to the City of Modesto (the
"City") pursuant to that certain Lease Agreement dated as of May 15, 1991,
(the "Lease Agreement") by and between the Agency and the City, and

WHEREAS, the Agency has determined that it is in the interests of
the Agency at this time to modify the legal description of the public portion
of the Modesto Redevelopment Agency Project under the Lease Agreement and to
that end the City and the Agency propose to enter into that certain First
Amendment to Lease Agreement dated as of July 1, 1991 (the "First Amendment to
Lease Agreement") by and between the Agency as lessor and the City as lessee,
and

WHEREAS, the Agency approves of said First Amendment to Lease
Agreement in the public interests of the Agency,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the
City of Modesto as follows:

Section 1. Amendment of Lease Agreement. Approval of First
Amendment to Lease Agreement. The Agency hereby approves the amendment of the
Lease Agreement pursuant to the First Amendment to Lease Agreement in
substantially the form on file with the Secretary together with any changes
therein or additions thereto deemed advisable by the Executive Director upon

the advice of the General Counsel. The Agency hereby authorizes and directs the Executive Director to execute, and the Secretary to attest and affix the seal of the Agency to, said form of the First Amendment to Lease Agreement for and in the name of the Agency.

Section 2. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 23rd day of July, 1991, by Agency Member Dobbs, who moved its adoption, which motion being duly seconded by Agency Member Irizarry, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Martin, Muratore,
Mayor Lang

NOES: Agency Members: None

ABSENT: Agency Members: Patterson

ATTEST: Norrine Coyle
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By Stan T. Yamamoto
STAN T. YAMAMOTO, General Counsel

REDEVELOPMENT AGENCY
RESOLUTION NO. 16-91

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO
APPROVING A THIRD AMENDMENT OF LEASE AGREEMENT WITH THE CITY OF
MODESTO.

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") has heretofore leased certain community center improvements and public parking improvements and the site thereof to the City of Modesto (the "City") pursuant to that certain Lease Agreement dated as of November 1, 1985, (the "Lease Agreement") by and between the Agency and the City, and

WHEREAS, the Agency has determined that it is in the interests of the Agency at this time to modify the legal description of the public portion of the Modesto Redevelopment Agency Project under the Lease Agreement and to that end the City and the Agency propose to enter into that certain Third Amendment to Lease Agreement dated as of July 1, 1991 (the "Third Amendment to Lease Agreement") by and between the Agency as lessor and the City as lessee, and

WHEREAS, the Agency approves of said Third Amendment to Lease Agreement in the public interests of the Agency,

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

Section 1. Amendment of Lease Agreement. Approval of Third Amendment to Lease Agreement. The Agency hereby approves the amendment of the Lease Agreement pursuant to the Third Amendment to Lease Agreement in substantially the form on file with the Secretary together with any changes therein or additions thereto deemed advisable by the Executive Director upon

the advice of the General Counsel. The Agency hereby authorizes and directs the Executive Director to execute, and the Secretary to attest and affix the seal of the Agency to, said form of the Third Amendment to Lease Agreement for and in the name of the Agency.

Section 2. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

The foregoing resolution was introduced at a regular meeting of the Redevelopment Agency of the City of Modesto held on the 23rd day of July, 1991, by Agency Member Dobbs, who moved its adoption, which motion being duly seconded by Agency Member Irizarry, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Bird, Dobbs, Irizarry, Martin, Muratore,
Mayor Lang


NOES: Agency Members: None

ABSENT: Agency Members: Patterson

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 17-91

A RESOLUTION APPROVING AN AMENDED AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO AND BURNS & WATRY, FOR ADDITIONAL REDEVELOPMENT ASSISTANCE

BE IT HEREBY RESOLVED by the Redevelopment Agency of the City of Modesto that the amended agreement between the Redevelopment Agency and Burns & Watry, for additional redevelopment assistance be, and it is hereby approved.

BE IT FURTHER RESOLVED that the execution of said agreement by the designated agency officials be authorized.

The foregoing resolution was introduced at a special meeting of the Modesto Redevelopment Agency held on the 10th day of September, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Dobbs, was upon roll call carried and the resolution adopted by the following vote:

AYES:	Agency Members:	Bird, Dobbs, Irizarry, Martin, Muratore, Patterson, Chairperson Lang
NOES:	Agency Members:	None
ABSENT:	Agency Members:	None

ATTEST: *Norrine Coyle*
NORRINE COYLE, Secretary

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 18-91

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO APPROVING AND ADOPTING THE REPORT TO THE CITY COUNCIL OF THE PROPOSED AMENDED REDEVELOPMENT PLAN FOR THE MODESTO REDEVELOPMENT PROJECT, SUBMITTING THE REPORT, PROPOSED AMENDED REDEVELOPMENT PLAN AND FINAL ENVIRONMENTAL IMPACT REPORT RELATING THERETO TO THE CITY COUNCIL, AND CONSENTING TO AND REQUESTING THE CITY COUNCIL TO CALL A JOINT PUBLIC HEARING ON SAID PROPOSED AMENDED REDEVELOPMENT PLAN AND THE FINAL ENVIRONMENTAL IMPACT REPORT RELATING THERETO.

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") has prepared a proposed Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project"), and

WHEREAS, the Agency has submitted the proposed Amended Plan to the Planning Commission of the City of Modesto for its report and recommendations, and the Planning Commission by Resolution No. 11-91 on June 11, 1991, reviewed the proposed Amended Plan and recommended the approval and adoption of the proposed Amended Plan, and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq., hereinafter the "State CEQA Guidelines") and the local procedures adopted by the Agency pursuant thereto, the Agency has prepared and completed a proposed Final Environmental Impact Report (the "Final EIR") for the Project, and

WHEREAS, pursuant to Section 33352 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the Agency has prepared a Report to the City Council on the proposed Amended Plan, and

WHEREAS, Section 33458 of the Health and Safety Code authorizes a joint public hearing on the proposed Amended Plan with the consent of the Agency and the City Council of the City of Modesto (the "City Council"),

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Modesto as follows:

SECTION 1. The Agency hereby approves and adopts the Report to the City Council on the proposed Amended Plan, and hereby submits said Report, together with the proposed Amended Plan for the Project and the proposed Final EIR, to the City Council.

SECTION 2. The Agency hereby consents to a joint public hearing on the proposed Amended Plan and requests the City Council to call a joint public hearing of the Agency and the City Council on Tuesday, October 22, 1991, at 6:30 p.m. in the City Council Chambers to consider and act upon the proposed Amended Plan and all documents and evidence pertaining thereto, together with a joint public hearing on the proposed Final EIR for the Project.

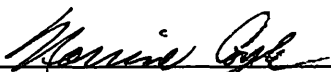
SECTION 3. The Secretary of the Agency shall, in cooperation with the City Clerk of the City of Modesto, prepare, publish and mail such notices and documents and do all other acts as may be necessary to carry out the purposes of this resolution.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 17th day of September, 1991, by Agency Member Irizarry, who moved its adoption, which motion being duly seconded by Agency Member Dobbs, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Dobbs, Irizarry, Martin, Muratore, Patterson, Mayor Lang

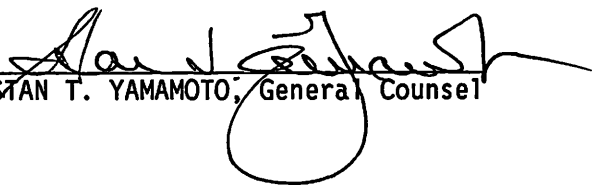
NOES: Agency Members: None

ABSENT: Agency Members: Bird

ATTEST: 
NORRINE COYLE, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
STAN T. YAMAMOTO, General Counsel

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
COUNTY OF STANISLAUS PURSUANT TO HEALTH
AND SAFETY CODE SECTION 33401

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the County of Stanislaus (the "County") is a taxing agency with territory located within the boundaries of the existing Project (the "Existing Project Area") and within the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, the Tax Increments from the Added Area are in addition to those Tax Increments which the Agency currently receives for the Existing Project Area, and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the County desire to enter into an agreement to authorize the payment by the Agency to the County of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the County by the Amended Plan;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES
HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the County has documented to the satisfaction of the Agency that it will suffer a financial burden and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the County, as set forth in the form of agreement between the Agency and the County (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

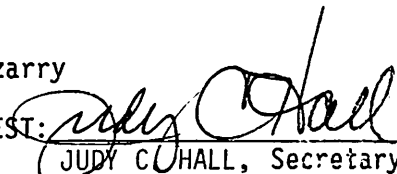
Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: 
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
OF THE CITY OF MODESTO AND THE
COUNTY OF STANISLAUS PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency") and the COUNTY OF STANISLAUS (the "County").

RECITALS

A. The Agency is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).

B. The County is a taxing agency with territory located both within the boundaries of the existing Project (the "Existing Project Area") and within the land area added to the Project by the proposed Amended Plan (the "Added Area").

C. Pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan. The Tax Increments from the Added Area are in addition to those Tax Increments which the Agency currently receives from the Existing Project Area.

D. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

E. The Agency has determined that because of the loss in property taxes the County would incur due to the Amended Plan, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the County.

F. The Agency and County desire to enter into this Agreement to authorize the payment by the Agency to the County of a portion of the Agency's Tax Increments as set forth below which the Agency has determined would be necessary to alleviate the financial burden or detriment or potential burden or detriment to the County.

G. In consideration of this Agreement determining the obligations of the Agency, the County agrees to forego the right to contest the Amended Plan, including, but not limited to, filing a suit. The Agency recognizes this provision as good and legal consideration.

AGREEMENTS

THE AGENCY AND THE COUNTY HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. As used herein:

a. "Added Area" means the land area added to the existing Modesto Redevelopment Project by the Amended Plan.

b. "Amended Plan" means the proposed Amended Redevelopment Plan for the Modesto Redevelopment Project.

c. "Community Redevelopment Law" means the California Community Redevelopment Law as set forth in California Health and Safety Code Section 33000 et seq.

d. "County Area" means the land area added to the existing Modesto Redevelopment Project by the Amended Plan which is in the unincorporated area of the County of Stanislaus.

e. "County's Share" means the proportionate percentage share of tax revenues that the County General Fund would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Plan for the allocation of Tax Increments to the Agency.

f. "Fiscal Year" means the fiscal year first commencing July 1, 1992, and each Fiscal Year commencing July 1 thereafter in which Tax Increments are allocated to the Agency pursuant to the Community Redevelopment Law and the Amended Plan. For purposes of this Agreement, the Fiscal Year beginning July 1, 1992, constitutes "Fiscal Year 1" and each succeeding Fiscal Year is consecutively numbered thereafter, with the final Fiscal Year ("Fiscal Year 40") constituting the Fiscal Year commencing July 1, 2031.

g. "Final EIR" means the Draft Environmental Impact Report for the Amended Plan for the Modesto Redevelopment Project and the comments and responses thereto.

h. "Project" means the Modesto Redevelopment Project.

i. "Project Area" means the land area within the boundaries of the Modesto Redevelopment Project as shown and described in the Amended Plan, consisting of the Existing Project Area and the Added Area.

Section 2.

a. The Agency shall annually receive all of its Tax Increments from the Added Area during the first fifteen (15) Fiscal Years of the Project.

b. Commencing with Fiscal Year sixteen (16) and continuing through Fiscal Year twenty (20) of the Project, the Agency agrees to annually pay to the County thirty percent (30%) of the amount of the County's Share (as defined herein) of the Agency's Tax Increments from the Added Area (as defined herein) which is payable to the Agency during each such year of the Project.

c. Commencing with Fiscal Year twenty-one (21) and continuing through Fiscal Year twenty-five (25) of the Project, the Agency agrees to annually pay to the County forty-five percent (45%) of the amount of the County's Share of the Agency's Tax Increments from the Added Area which is payable to the Agency during each such year of the Project.

d. Commencing with Fiscal Year twenty-six (26) and continuing through Fiscal Year thirty (30) of the Project, the Agency agrees to annually pay to the County sixty percent (60%) of the amount of the County's Share of the Agency's Tax Increments from the Added Area which is payable to the Agency during each such year of the Project.

e. Commencing with Fiscal Year thirty-one (31) and continuing through Fiscal Year thirty-five (35) of the Project, the Agency agrees to annually pay to the County seventy percent (70%) of the amount of the County's Share of the Agency's Tax Increments from the Added Area which is payable to the Agency during each such year of the Project.

f. Commencing with Fiscal Year thirty-six (36) and continuing through Fiscal Year forty (40) of the Project, the Agency agrees to annually pay to the County ninety percent (90%) of the amount of the County's Share of the Agency's Tax Increments from the Added Area which is payable to the Agency during each such year of the Project.

g. To facilitate the administration of payments under this Agreement, the Agency and County agree that unless otherwise required by the terms of any bonds or notes which are issued by the Agency and which are secured by a pledge of Tax Increments, the County Auditor, after prior consultation with the Agency for each Fiscal Year, may withhold from the amount to be paid to the Agency pursuant to Section 33670(b) of the Health and Safety Code the amounts to be paid to the County pursuant to this Agreement and pay such amounts to the County directly. At the request of the Agency or the County, the County Auditor shall send the Agency or the County, as the case may be, the supporting information and calculations used to determine the amounts paid.

Section 3. Notwithstanding any of the foregoing provisions, in the event the Agency receives Tax Increments from the area shown in the Amended Plan as Stanislaus County Center No. 3 ("County Center No. 3"), the Agency agrees to pay to the County one hundred (100%) of the County's Share of the Tax Increments from such County Center No. 3.

Section 4. In no event shall payments be made to the County by the Agency:

a. Which would exceed the amount, annually, that the County would have otherwise received from property taxes from the Added Area had the Amended Plan not been adopted; or

b. For purposes other than those specified in Section 33401 of the Community Redevelopment Law or in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 5. The County agrees to authorize the Agency to subordinate its interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the County under this Agreement in order to secure the repayment of Agency indebtedness incurred for the Project; provided the Agency demonstrates in writing, to the reasonable satisfaction of the County, its ability to make payments due to the County under the terms of this Agreement. Nothing in this Agreement shall give the County the right to approve Agency indebtedness, except as the Agency may request the County to subordinate its rights to payments under this Agreement. In the event the Agency is unable to make the payments due to the County under the terms of this Agreement due to the County's subordination of its interest under this Agreement, the County may request reasonable and specific terms for the repayment of any amounts due to it under this Agreement, including the payment of interest on such amounts, and the Agency shall not unreasonably withhold its agreement to such terms.

It is recognized by the parties that the Agency may finance improvements provided for in the Redevelopment Plan by means of tax allocation notes and bonds, and should Agency's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bond sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld. In addition, if the County desires to use the payments due to it under this Agreement as security for notes or bonds which the County intends to issue, and should the County's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bond sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld.

Section 6. This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of Tax Increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Sections 33670-33677 of the Health and Safety Code.

Section 7.

a. In the event state law changes and thereby imposes upon the Agency a specific requirement to pay money it receives pursuant to Section 33670(b) of the Health and Safety Code to the County, then the payments under this Agreement to the County shall first be reduced by the amount of the payment required and specified by the change in state law to the County.

b. In the event state law is amended after the date of this Agreement which specifically changes the proportionate percentage share of tax revenues that the County General Fund would receive as property taxes from the Added Area if there were no provision in the Amended Plan for the allocation of Tax Increments to the Agency, the parties agree they shall meet and attempt to agree to revise this Agreement in a manner which will accommodate, to the greatest extent possible, both the change in state law and the allocation of Tax Increments to the Agency pursuant to this Agreement.

Section 8. As provided in Section 33676 of the Health and Safety Code, the payments to be made to the County under this Agreement are in lieu of the County's election to receive that portion of the tax revenues which are calculated in accordance with subdivision (f) of Section 110.1 of the Revenue and Taxation Code, as set forth in subdivision (a)(2) of Section 33676 of the Health and Safety Code.

Section 9. This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Plan becomes effective. In addition, the parties agree that this Agreement is expressly contingent upon the adoption by the County of an ordinance approving the Amended Plan prior to or contemporaneously with the adoption of the ordinance approving the Amended Plan by the City Council of the City of Modesto.

Section 10. The Agency and the County agree not to file and the County agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Plan, the Final EIR, the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 11. In the event litigation is initiated by any party attacking the validity of the Redevelopment Plan, the Project, the Final EIR or the Ordinance, as a result of which either an injunction is issued prohibiting the payment of Tax Increments to the Agency or no Tax Increments are paid to the Agency, the effect of this Agreement shall be suspended and the Agency shall not have any obligations under this Agreement until a judgment becomes final upholding the validity of the Redevelopment Plan, the Project, the Final EIR or the Ordinance. In the event the Agency does receive Tax Increments during the pendency of such litigation and the Agency makes payments to the County pursuant to this agreement, and there is litigation initiated challenging the authority of the Agency to make such payments, the County agrees that it shall pay for all costs, including attorneys' fees, of defending any such challenge. If the Redevelopment Plan, the Project, the Final EIR or the Ordinance are held to be invalid, then any payments of Tax Increments made to the County prior to such final judgment shall be deducted from any monies to be paid to the County pursuant to such judgment. If the Redevelopment Plan, the Project, the Final EIR and the Ordinance are held to be valid, then any payments of Tax Increments made to the County prior to such final judgment shall be credited against any amounts payable to the County under this Agreement.

Section 12. The obligations of the Agency to make payments to the County pursuant to the provisions of this Agreement shall terminate upon the earlier of the expiration or termination of the Amended Plan or of the provisions of the Amended Plan authorizing the allocation to the Agency of tax increments for the Project, and upon such termination, all obligations of the Agency to make payments to the County shall cease.

Section 13. The Agency and County agree to cooperate on the development of projects within or of primary benefit to the Project Area.

Section 14. Notwithstanding anything to the contrary in this Agreement and subject to the requirements of state law, the County shall be entitled to receive and collect all tax revenues from the Project Area attributable to or resulting from (i) increases in the rate of tax imposed for the benefit of the County, which levy occurs after July 1, 1992; (ii) the levy or collection of voter-approved taxes for the benefit of the County; or (iii) the levy and collection of benefit assessments of other fees, taxes or assessments pursuant to state law.

IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO

By _____
J. Edward Tewes, Executive Director

ATTEST:

By _____
Judy C. Hall, Acting Secretary

APPROVED AS TO FORM:

By _____
Iris P. Yang, Special Counsel

COUNTY OF STANISLAUS

By _____
Ray Simon, Chairperson

By _____
Claudia Krausnick, Clerk of the Board

APPROVED AS TO FORM:

By _____
Michael H. Krausnick
County Counsel

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
EAST SIDE MOSQUITO ABATEMENT DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION
33401**

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the East Side Mosquito Abatement District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 *et seq.* of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the District desire to enter into an agreement to authorize the payment by the Agency to the District of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the District, as set forth in the form of agreement between the Agency and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

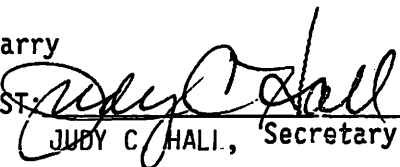
Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Patterson, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: 
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
OF THE CITY OF MODESTO AND THE
EASTSIDE MOSQUITO ABATEMENT DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency") and the EASTSIDE MOSQUITO ABATEMENT DISTRICT (the "District").

RECITALS

A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).

B. The District is a taxing agency with territory located within the boundaries of the Existing Project (the "Existing Project Area") and the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").

C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as Tax Increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with

the Amended Redevelopment Plan. The Tax Increment from the Added Area will be in addition to those Tax Increments which the Agency currently receives and will continue to receive from the Existing Project Area.

D. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

E. The Agency has determined that because of the loss in property taxes the District could incur due to the Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the District.

F. In consideration of this Agreement determining the obligations of the Agency, the District is foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND THE DISTRICT HEREBY AGREE AS FOLLOWS:

Section 1: The Agency agrees to annually pass through to the District One Hundred Percent (100%) of the amount of the District's Share (as defined herein) of the Net Tax Increments, as defined herein, which are payable to the Agency from the Added Area during each year of the Project. The District's Share, as used in this Agreement, shall mean the proportionate percentage share of Tax Increments that the District would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of Tax Increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all Tax Increments the

Agency receives from the Added Area less any monies required to be set aside for low and moderate income housing under Section 33334.2 of the Health and Safety Code.

Section 2: In no event shall payments be made to the District by the Agency:

(a) Which would exceed the amount, annually, that the District would have otherwise received from property taxes from the Added Area had the Amendment not been adopted; or

(b) The receipt of which would cause the District to violate the expenditure limitation for the District under Article XIII-B of the California Constitution; or

(c) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 3: This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Sections 33670-33677 of the Health and Safety Code.

Section 4: The District agrees to authorize the Agency to subordinate its interest herein and to allow the Agency to pledge all or any portion of the Tax Increments otherwise payable to the District under this Agreement in order to secure the repayment of Agency indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the District, its ability to make payments due to the District under the terms of this Agreement. Nothing in this Agreement shall give the District the right to approve Agency indebtedness, except as the Agency may request the District to subordinate its rights to payments under this Agreement.

Section 5: This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Redevelopment Plan for the Project becomes effective.

Section 6: The Agency and the District agree not to file and the District agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR"), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 7: In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction, or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 8: This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of Tax Increments from the Added Area for the Project. Upon termination of this Agreement, all obligations of the Agency to make payments to the District shall cease.

IN WITNESS WHEREOF, the Agency and the District have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO

ATTEST:

By _____
J. Edward Tewes, Executive Director

By _____
Judy C. Hall, Acting Secretary

APPROVED AS TO FORM

By _____
Iris P. Yang, Special Counsel

EASTSIDE MOSQUITO ABATEMENT DISTRICT

By _____
Carl Ott, Chairman

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
STANISLAUS COUNTY OFFICE OF EDUCATION
PURSUANT TO HEALTH AND SAFETY CODE SECTION
33401

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Stanislaus County Office of Education (the "Office") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the Office desire to enter into an agreement to authorize the payment by the Agency to the Office of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the Office by the Amended Plan;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the Office has documented to the satisfaction of the Agency that it will suffer a financial burden and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the Office, as set forth in the form of agreement between the Agency and the Office (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

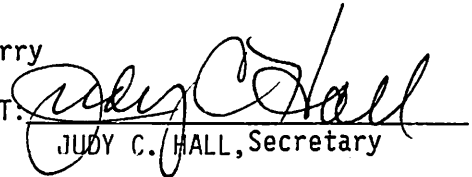
The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Martin, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST:



JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY OF THE CITY OF MODESTO AND THE
STANISLAUS COUNTY OFFICE OF EDUCATION
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency"), and the STANISLAUS COUNTY OFFICE OF EDUCATION (the "Office").

RECITALS

- A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).
- B. The Office is a taxing agency with territory located within the boundaries of the Existing Project (the "Existing Project Area") and the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").
- C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment role (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("tax increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Redevelopment Plan. The tax increment from the Added Area will be in addition to those tax increments which the Agency currently receives and will continue to receive from the Existing Project Area.
- D. The Office has adopted a resolution pursuant to Section 33676 of the Health and Safety Code.
- E. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

- F. The Agency has determined that because of the loss in property taxes the Office could incur due to the Amended Project, or because of the increase or possible increase in demand for services of the Office due to the Amended Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the Office and to mitigate the environmental impacts or potential environmental impacts on the Office.
- G. In consideration of this Agreement determining the obligations of the Agency, the Office is foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND OFFICE HEREBY AGREE AS FOLLOWS:

Section 1. During the life of the Amended Redevelopment Plan the Agency agrees to annually set-aside in a fund for capital expenditures a minimum of the Office Share of the net tax increment from the Added Area which is calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. The Agency shall place these funds in a separate "School Districts Capital Outlay Fund" (the "Capital Fund"). Any interest earned on monies in the Capital Fund shall become part of the Capital Fund. In the event that Section 5 of this Agreement becomes operative, the monies in the Capital Fund at that time shall become the property of the Agency for use by the Agency for its own purposes, and the Agency's obligation under this Section shall terminate.

"Office Share," as used in this Agreement, shall mean the proportionate percentage share of tax increments that the Office would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of tax increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all tax increments the Agency receives from the Added Area less any monies required to be set aside for expenditure for low- and moderate-income housing under Section 33334.2 of the Health and Safety Code.

Section 2. It is the intent of the Agency and Office that administrative office space within the Project Area for the Office, the Modesto City School District, the Modesto High School District and the Yosemite Community College District and other capital projects will, in whole or part, be financed from the Capital Fund.

Subject to the provisions of Sections 3 and 4 below, it is intended that the Agency will cause to be constructed approximately 140,000-150,000 square feet of administrative office space within the Project Area. This space shall be allocated between the Modesto City School District, the Modesto High School District, the Stanislaus County Office of Education and the Yosemite Community College District. Modesto City School District, Modesto High School District and the Stanislaus County Office of Education are agreeable to sharing a joint administrative building which can be provided either through new construction or remodeling of an existing building. The Yosemite Community College District space would be separate and could be provided either through new construction or remodeling of an existing building. All four districts would make every effort to share facilities when appropriate and cost effective, and the opportunities for shared facilities would be fully explored during the preparation of the project list in Section 3 below. It is recognized by the parties that off-street parking is an integral part of the project, and that the offices would be served by adequate parking to meet both employee and visitor needs.

It is intended that ownership of the administrative office space improvements would revert to the Office during the course of the Amended Plan.

It is further intended that the administrative office space would be occupied by the Office for the duration of the Amended Redevelopment Plan. In the event the Office does not occupy the space for the duration of the Amended Plan, it shall be the responsibility of the Office to secure replacement tenants suitable to the Agency prior to vacating the space.

It is acknowledged that during the course of the Amended Redevelopment Plan, additional administrative office space will be needed for the Office, the Modesto City School District, The Modesto High School District, and the Yosemite Community College District. During the process outlined in Section 3 below, the Agency and Office shall work to identify the general extent of these expansion needs. The Agency and Office shall work together over the course of the Amended Plan to meet the reasonable expansion needs of the Office adjacent to or in close functional proximity to the original office space.

It is further acknowledged that projects in addition to the administrative office space may be necessary to alleviate the burden or detriment or potential burden and detriment caused the Office due to the Amended Plan. Such additional projects could include improvements to buildings, grounds, parking and other existing facilities of the Office. It is intended that expansion of the administrative office space, as well as any additional projects, would be financed solely from the Capital Fund established in Sections 1 and 4.

Section 3. Upon the signing of this Agreement, the Agency and Office shall work with the Modesto City School District, the Modesto High School District, and the Yosemite Community College District to jointly prepare a list of projects eligible for financing solely from the Capital Fund (including the administrative office space), estimated costs of the projects, proposed methods of financing the projects and proposed project timing. It is the intent of said parties to prepare said list within twelve (12) months. The recommendations of this working group shall be forwarded to the governing body of the Agency, the Office, the Modesto City School District, the Modesto High School District, and the Yosemite Community College District. The approval of the governing board of the Agency and each of the school districts shall be required in order to establish and amend the list.

Amendments to the project list, which are in conformance with the Amended Redevelopment Plan, may be approved from time to time subject to the approval of all governing boards as outlined above.

Section 4. The Agency and Office agree that funds, in addition to those in Section 1 above, may be required to finance the list of capital projects. To the extent that the Agency and Office judge the capital project(s) to be of benefit to each party, in furtherance of the goals of the Redevelopment Agency and the Office, and financially feasible for the Agency and Office, the Agency and Office commit to providing additional sources of revenue to the Capital Fund in the sole discretion of the Agency and Office respectively. In the case of the Agency this may include additional tax increment and other sources of capital project financing available to redevelopment agencies. In the case of the Office this may include funds received from other redevelopment projects within the Office's boundaries, revenue from development of property owned by the Districts within the Project Area and other sources of capital project financing available to school districts.

Section 5. In the event that the Agency, the Office, the Modesto City School District, the Modesto High School District, and the Yosemite Community College District cannot agree upon a list of capital projects (including the administrative office space), or in the event that agreement is reached but the projects cannot be financed or constructed, the Agency agrees to annually set-aside in the Capital Fund, starting in year 6, in lieu of the set-aside in Section 1 above, the following percentages of the District's Share of the net tax increment from the Added Area. Expenditure of these funds shall be at the discretion of the Office.

Project Years	6-20	Twenty five (25) percent
	21-30	Thirty (30) percent
	31-35	Forty (40) percent
	36-40	Fifty (50) percent

Section 6. In the event that the Agency, the Office, the Modesto City School District, the Modesto High School District, and the Yosemite Community College District agree upon the administrative office project, but cannot agree upon other projects needed to alleviate fiscal burden or detriment, or potential burden or detriment, the Agency agrees to annually set-aside in the Capital Fund, beginning in project year 6, in addition to the set-aside in Section 1 above, the additional amount needed, if any, so that total Agency expenditures to alleviate the burden or detriment, or potential burden or detriment, including funds expended for the administrative office space, equals the amounts in Section 5 above. Expenditure of these additional amounts, if any, shall be at the discretion of the Office.

Section 7. In lieu of placing the set-aside funds in Section 5 or the additional funds in Section 6 into the Capital Fund, upon the written request of the Office, the Agency agrees that it shall make any such payments to an entity designated by the Office, provided, however, that any such payments must comply specifically with the requirements of Section 33401 of the Health and Safety Code and any other requirements of state law. Notwithstanding the foregoing, in the event that any such payments to another entity are determined by a court of competent jurisdiction to be in violation of law, the Office hereby expressly agree to indemnify Agency for any damages or costs associated with any challenge to such payments, including attorneys' fees and costs for defense.

Section 8. The Agency shall give necessary and appropriate assistance to the Office in its efforts to obtain satisfactory land use entitlements on its property within the Project Area so that reasonable financial returns are achieved on such properties.

Section 9. In the event that the Agency amends the Amended Redevelopment Plan solely to increase the maximum amount of taxes divided and allocated to the Agency pursuant to subdivision 2 of Section 502 of the Amended Redevelopment Plan, the Agency shall annually pay to the Office the same percentage of the District's Share of the additional tax increment as provided for in Section 6 above. In consideration of this provision, the Office forgoes the right to contest such an amendment to the Amended Redevelopment Plan.

Section 10. In no event shall any payments be made to the Office by the Agency:

(a) Which would exceed the amount, annually, that the Office would have otherwise received from property taxes from the Project Area had the Project not been adopted; or

(b) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 11. This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Section 33670-33677 of the Health and Safety Code.

Section 12. The Office agrees to authorize the Agency to subordinate its interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the Office under this Agreement in order to secure the repayment of indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the Office, that it will make payments due to the Office under the terms of this Agreement. Nothing in this Agreement shall give the Office the right to approve Agency indebtedness, except as the Agency may request the Office to subordinate its rights to payments under this Agreement.

It is recognized by the parties that the Agency may finance improvements provided for in the Amended Redevelopment Plan by means of tax allocation notes and bonds, and should Agency's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bonds sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld.

Section 13. This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Redevelopment Plan for the Project becomes effective.

Section 14. The Office agrees to rescind the resolution adopted pursuant to Section 33676 of the Health and Safety Code.

Section 15. The Agency and the Office agree not to file and the Office agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 16. In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 17. This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency or Office to make payments as outlined above, shall cease.

Section 18. In the event state law changes and thereby imposes upon the Agency a specific requirement to pay money it receives pursuant to Section 33670(b) of the Health and Safety Code to the Office, then the payments under this Agreement to the Office shall be first reduced by the amount of the payment required and specified by such change in state law to the Office. In the event of other changes in state law with regard to redevelopment or school district financing, which changes directly or indirectly impact the provisions of this Agreement, the Agency and Office agree to consider changes to the Agreement which are mutually agreeable to the parties.

IN WITNESS WHEREOF, the Agency and the Office have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF MODESTO, a body corporate and politic

By _____
J. Edward Tewes, Executive Director

APPROVED AS TO FORM:

By _____
Iris Yang
Special Counsel

ATTEST:

By _____
Norrine Coyle
Secretary

STANISLAUS COUNTY OFFICE OF EDUCATION

By _____
Martin G. Petersen, Superintendent

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
MODESTO HIGH SCHOOL DISTRICT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33401**

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the Modesto High School District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 *et seq.* of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the District desire to enter into an agreement to authorize the payment by the Agency to the District of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan;

**NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO DOES HEREBY RESOLVE AS FOLLOWS: .**

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden

and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the District, as set forth in the form of agreement between the Agency and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.


Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Patterson, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

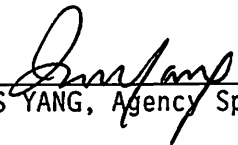
NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: 
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY OF THE CITY OF MODESTO, THE MODESTO
CITY SCHOOL DISTRICT AND THE MODESTO HIGH SCHOOL
DISTRICT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency"), the MODESTO CITY SCHOOL DISTRICT and the MODESTO HIGH SCHOOL DISTRICT (the "Districts").

RECITALS

- A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq).
- B. The Districts are taxing agencies with territory located within the boundaries of the Existing Project (the "Existing Project Area") and the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").
- C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("tax increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Redevelopment Plan. The tax increment from the Added Area will be in addition to those tax increments which the Agency currently receives and will continue to receive from the Existing Project Area.
- D. The Districts have adopted resolutions pursuant to Section 33676 of the Health and Safety Code.
- E. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

- F. The Agency has determined that because of the loss in property taxes the Districts could incur due to the Amended Project, or because of the increase or possible increase in demand for services of the Districts due to the Amended Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the Districts and to mitigate the environmental impacts or potential environmental impacts on the Districts.
- G. In consideration of this Agreement determining the obligations of the Agency, the Districts are foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND DISTRICTS HEREBY AGREE AS FOLLOWS:

Section 1. During the life of the Amended Redevelopment Plan the Agency agrees to annually set-aside in a fund for capital expenditures a minimum of the Districts Share of the net tax increment from the Added Area which is calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. The Agency shall place these funds in a separate "School Districts Capital Outlay Fund" (the "Capital Fund"). Any interest earned on monies in the Capital Fund shall become part of the Capital Fund. In the event that Section 5 of this Agreement becomes operative, the monies in the Capital Fund at that time shall become the property of the Agency for use by the Agency for its own purposes, and the Agency's obligation under this Section shall terminate.

"Districts Share," as used in this Agreement, shall mean the proportionate percentage share of tax increments that the Districts would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of tax increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all tax increments the Agency receives from the Added Area less any monies required to be set aside for expenditure for low- and moderate-income housing under Section 33334.2 of the Health and Safety Code.

Section 2. It is the intent of the Agency and Districts that administrative office space within the Project Area for the Districts, the Stanislaus County Office of Education and the Yosemite Community College District and other capital projects will, in whole or part, be financed from the Capital Fund.

Subject to the provisions of Sections 3 and 4 below, it is intended that the Agency will cause to be constructed approximately 140,000-150,000 square feet of administrative office space within the Project Area. This space shall be allocated between the Modesto City School District, the Modesto High School District, the Stanislaus County Office of Education and the Yosemite Community College District. Modesto City School District, Modesto High School District and the Stanislaus County Office of Education are agreeable to sharing a joint administrative building which can be provided either through new construction or remodeling of an existing building. The Yosemite Community College District space would be separate and could be provided either through new construction or remodeling of an existing building. All four districts would make every effort to share facilities when appropriate and cost effective, and the opportunities for shared facilities would be fully explored during the preparation of the project list in Section 3 below. It is recognized by the parties that off-street parking is an integral part of the project, and that the offices would be served by adequate parking to meet both employee and visitor needs.

It is intended that ownership of the administrative office space improvements would revert to the Districts during the course of the Amended Plan.

It is further intended that the administrative office space would be occupied by the Districts for the duration of the Amended Redevelopment Plan. In the event the Districts do not occupy the space for the duration of the Amended Plan, it shall be the responsibility of the Districts to secure replacement tenants suitable to the Agency prior to vacating the space.

It is acknowledged that during the course of the Amended Redevelopment Plan, additional administrative office space will be needed for the Districts, the Stanislaus County Office of Education, and the Yosemite Community College District. During the process outlined in Section 3 below, the Agency and Districts shall work to identify the general extent of these expansion needs. The Agency and Districts shall work together over the course of the Amended Plan to meet the reasonable expansion needs of the Districts adjacent to or in close functional proximity to the original office space.

It is further acknowledged that projects in addition to the administrative office space may be necessary to alleviate the burden or detriment or potential burden and detriment caused the Districts due to the Amended Plan. Such additional projects could include improvements to buildings, grounds, parking and other existing facilities of the Districts. It is intended that expansion of the administrative office space, as well as any additional projects, would be financed solely from the Capital Fund established in Sections 1 and 4.

Section 3. Upon the signing of this Agreement, the Agency and Districts shall work with the Stanislaus County Office of Education and the Yosemite Community College District to jointly prepare a list of projects eligible for financing solely from the Capital Fund (including the administrative office space), estimated costs of the projects, proposed methods of financing the projects and proposed project timing. It is the intent of said parties to prepare said list within twelve (12) months. The recommendations of this working group shall be forwarded to the governing body of the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District. The approval of the governing board of the Agency and each of the school districts shall be required in order to establish and amend the list.

Amendments to the project list, which are in conformance with the Amended Redevelopment Plan, may be approved from time to time subject to the approval of all governing boards as outlined above.

Section 4. The Agency and Districts agree that funds, in addition to those in Section 1 above, may be required to finance the list of capital projects. To the extent that the Agency and Districts judge the capital project(s) to be of benefit to each party, in furtherance of the goals of the Redevelopment Agency and the Districts, and financially feasible for the Agency and Districts, the Agency and Districts commit to providing additional sources of revenue to the Capital Fund in the sole discretion of the Agency and Districts respectively. In the case of the Agency this may include additional tax increment and other sources of capital project financing available to redevelopment agencies. In the case of the Districts this may include funds received from other redevelopment projects within the Districts' boundaries, revenue from development of property owned by the Districts within the Project Area and other sources of capital project financing available to school districts.

Section 5. In the event that the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District cannot agree upon a list of capital projects (including the administrative office space), or in the event that agreement is reached but the projects cannot be financed or constructed, the Agency agrees to annually set-aside in the Capital Fund, starting in year 6, in lieu of the set-aside in Section 1 above, the following percentages of the District's Share of the net tax increment from the Added Area. Expenditure of these funds shall be at the discretion of the Districts.

Project Years	6-20	Twenty five (25) percent
	21-30	Thirty (30) percent
	31-35	Forty (40) percent
	36-40	Fifty (50) percent

Section 6. In the event that the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District agree upon the administrative office project, but cannot agree upon other projects needed to alleviate fiscal burden or detriment, or potential burden or detriment, the Agency agrees to annually set-aside in the Capital Fund, beginning in project year 6, in addition to the set-aside in Section 1 above, the additional amount needed, if any, so that total Agency expenditures to alleviate the burden or detriment, or potential burden or detriment, including funds expended for the administrative office space, equals the amounts in Section 5 above. Expenditure of these additional amounts, if any, shall be at the discretion of the Districts.

Section 7. In lieu of placing the set-aside funds in Section 5 or the additional funds in Section 6 into the Capital Fund, upon the written request of the Districts, the Agency agrees that it shall make any such payments to an entity designated by the Districts, provided, however, that any such payments must comply specifically with the requirements of Section 33401 of the Health and Safety Code and any other requirements of state law. Notwithstanding the foregoing, in the event that any such payments to another entity are determined by a court of competent jurisdiction to be in violation of law, the Districts hereby expressly agree to indemnify Agency for any damages or costs associated with any challenge to such payments, including attorneys' fees and costs for defense.

Section 8. The Agency shall give necessary and appropriate assistance to the Districts in their efforts to obtain satisfactory land use entitlements on their property within the Project Area so that reasonable financial returns are achieved on such properties.

Section 9. In the event that the Agency amends the Amended Redevelopment Plan solely to increase the maximum amount of taxes divided and allocated to the Agency pursuant to subdivision 2 of Section 502 of the Amended Redevelopment Plan, the Agency shall annually pay to the Districts the same percentage of the District's Share of the additional tax increment as provided for in Section 6 above. In consideration of this provision, the Districts forego the right to contest such an amendment to the Amended Redevelopment Plan.

Section 10. In no event shall any payments be made to the Districts by the Agency:

(a) Which would exceed the amount, annually, that the Districts would have otherwise received from property taxes from the Project Area had the Project not been adopted; or

(b) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 11. This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Section 33670-33677 of the Health and Safety Code.

Section 12. The Districts agree to authorize the Agency to subordinate their interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the Districts under this Agreement in order to secure the repayment of indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the Districts, that it will make payments due to the Districts under the terms of this Agreement. Nothing in this Agreement shall give the Districts the right to approve Agency indebtedness, except as the Agency may request the Districts to subordinate their rights to payments under this Agreement.

It is recognized by the parties that the Agency may finance improvements provided for in the Amended Redevelopment Plan by means of tax allocation notes and bonds, and should Agency's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bonds sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld.

Section 13. This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Redevelopment Plan for the Project becomes effective.

Section 14. The Districts agree to rescind the resolutions adopted pursuant to Section 33676 of the Health and Safety Code.

Section 15. The Agency and the Districts agree not to file and the Districts agree not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 16. In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 17. This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency or Districts to make payments as outlined above, shall cease.

Section 18. In the event state law changes and thereby imposes upon the Agency a specific requirement to pay money it receives pursuant to Section 33670(b) of the Health and Safety Code to the Districts, then the payments under this Agreement to the Districts shall be first reduced by the amount of the payment required and specified by such change in state law to the Districts. In the event of other changes in state law with regard to redevelopment or school district financing, which changes directly or indirectly impact the provisions of this Agreement, the Agency and Districts agree to consider changes to the Agreement which are mutually agreeable to the parties.

IN WITNESS WHEREOF, the Agency and the Districts have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF MODESTO, a body corporate and politic

By _____
J. Edward Tewes, Executive Director

APPROVED AS TO FORM:

By _____
Iris Yang, Special Counsel

ATTEST:

By _____
Norrine Coyle
Secretary

MODESTO CITY SCHOOL DISTRICT

By _____
James C. Enochs, Superintendent

MODESTO HIGH SCHOOL DISTRICT

By _____
James C. Enochs, Superintendent

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
BURBANK/PARADISE FIRE DISTRICT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33401**

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Burbank/Paradise Fire District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the District desire to enter into an agreement to authorize the payment by the Agency to the District of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan;

**NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden

and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the District, as set forth in the form of agreement between the Agency and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.


Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Martin, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: 
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
OF THE CITY OF MODESTO AND THE
BURBANK-PARADISE FIRE DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency") and the BURBANK-PARADISE FIRE DISTRICT (the "District").

RECITALS

A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).

B. The District is a taxing agency with territory located within the boundaries of the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").

C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("tax increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Redevelopment Plan.

D. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

E. The Agency has determined that because of the loss in property taxes the District could incur due to the Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the District.

F. In consideration of this Agreement determining the obligations of the Agency, the District is foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND THE DISTRICT HEREBY AGREE AS FOLLOWS:

Section 1: The Agency agrees to annually pass through to the District One Hundred Percent (100%) of the amount of the District's Share (as defined herein) of the net tax increments which are payable to the Agency during each year of the Project. The District's Share, as used in this Agreement, shall mean the proportionate percentage share of tax increments that the District would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of tax increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all tax increments the Agency receives from the Added Area less any monies required to be set aside for expenditure for low and moderate income housing under Section 33334.2 of the Health and Safety Code.

Section 2: In no event shall payments be made to the District by the Agency:

(a) Which would exceed the amount, annually, that the District would have otherwise received from property taxes from the Added Area had the Amendment not been adopted; or

(b) The receipt of which would cause the District to violate the expenditure limitation for the District under Article XIII-B of the California Constitution; or

(c) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 3: This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Sections 33670-33677 of the Health and Safety Code.

Section 4: The District agrees to authorize the Agency to subordinate its interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the District under this Agreement in order to secure the repayment of Agency indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the District, its ability to make payments due to the District under the terms of this Agreement. Nothing in this Agreement shall give the District the right to approve Agency indebtedness, except as the Agency may request the District to subordinate its rights to payments under this Agreement.

Section 5: This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Redevelopment Plan for the Project becomes effective..

Section 6: The Agency and the District agree not to file and the District agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR"), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 7: In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction, or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 8: This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency to make payments to the District shall cease.

IN WITNESS WHEREOF, the Agency and the District have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO

ATTEST:

By _____
J. Edward Tewes, Executive Director

By _____
NORRINE COYLE, Secretary

APPROVED AS TO FORM:

By _____
Iris Yang, Special Counsel

BURBANK-PARADISE FIRE DISTRICT

By _____
Nick Yates, Chairman

MODESTO REDEVELOPMENT AGENCY
RESOLUTION NO. 24-91

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF
MODESTO APPROVING AN AGREEMENT BETWEEN THE AGENCY, THE
CITY OF MODESTO, AND THE WOODLAND AVENUE FIRE DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), and

WHEREAS, the Woodland Avenue Fire District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"), and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan, and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may take certain actions which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project, and

WHEREAS, the Agency, the City and the District desire to enter into an agreement to authorize certain actions by the Agency which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan,

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden and detriment to the extent that implementation of the Project, as proposed to be amended, will result in increased demand for the District's services within the Added Area.

Section 2. The Agency hereby finds and determines that the Agency's actions, as set forth in the form of agreement between the Agency, the City of Modesto and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Martin, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST:


JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY OF THE CITY OF MODESTO, THE CITY OF MODESTO
AND THE WOODLAND AVENUE FIRE PROTECTION DISTRICT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency"), the CITY OF MODESTO (the "City") and the WOODLAND AVENUE FIRE PROTECTION DISTRICT (the "District").

Recitals

A. The Agency is in the process of adopting a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).

B. District is a taxing agency with territory located within the boundaries of the area proposed to be added to the Existing Project Area by the Amended Redevelopment Plan (the "Added Area").

C. The City operates a Fire Department which provides fire protection, emergency medical, and other fire related and support services.

D. If the Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Redevelopment Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment role (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as Tax Increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code)("Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Redevelopment Plan. The Tax Increments are in addition to those Tax Increments which the Agency currently receives and will continue to receive from the Existing Project Area.

E. The Agency has determined that because of the loss in property taxes the District could incur due to the Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the District.

F. In consideration of this Agreement determining the obligations of the Agency and City, the District is foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency and City recognize this as good and legal consideration.

Agreements

THE AGENCY, THE CITY AND THE DISTRICT HEREBY AGREE AS FOLLOWS:

Section 1: The Agency shall not be obligated to make any payments to the District during the life of the Amended Plan.

Section 2: The City agrees, at its sole cost, to provide fire protection, emergency medical, and other fire related and support services, as the same are provided to residents of the City, to three subareas of the District as shown on the attached maps and legal descriptions entitled Exhibit A.

Section 3: The District shall adopt as the District's Fire Code for the three subareas in Exhibit A, each and every portion of the Modesto Fire Code as the same shall exist at the time of execution of this Agreement.

Section 4: During the life of this Agreement, the District will maintain and keep in force bodily injury and property damage insurance in a combined single limit policy amount of at least \$1 million naming the City of Modesto and the Redevelopment Agency as "Additional Insureds or coinsureds as their interests may appear." The District shall furnish or cause to be furnished to the Agency and City duplicate originals or appropriate certificates of such insurance.

The insurance company must give the City and Agency written, 30-day positive notices of cancellation, reduction in coverages, and/or any material changes in terms or coverage.

Section 5: The provisions of this Agreement as to Tax Increment shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Redevelopment Plan for the Project becomes effective. The provisions of this Agreement as to the provision of fire service by the City shall be effective as of February 1, 1992.

Section 6: The Agency, the City and the District agree not to file and the District agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Amended Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR"), the Ordinance or

this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 7: In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction, or (b) Tax Increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 8: This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency and the City shall cease.

IN WITNESS WHEREOF, the Agency, the City and the District have executed this Agreement as of the date first above written.

CITY OF MODESTO, a municipal corporation

By _____
J. Edward Tewes, City Manager

REDEVELOPMENT AGENCY OF THE
CITY OF MODESTO

By _____
J. Edward Tewes, Executive Director

ATTEST:

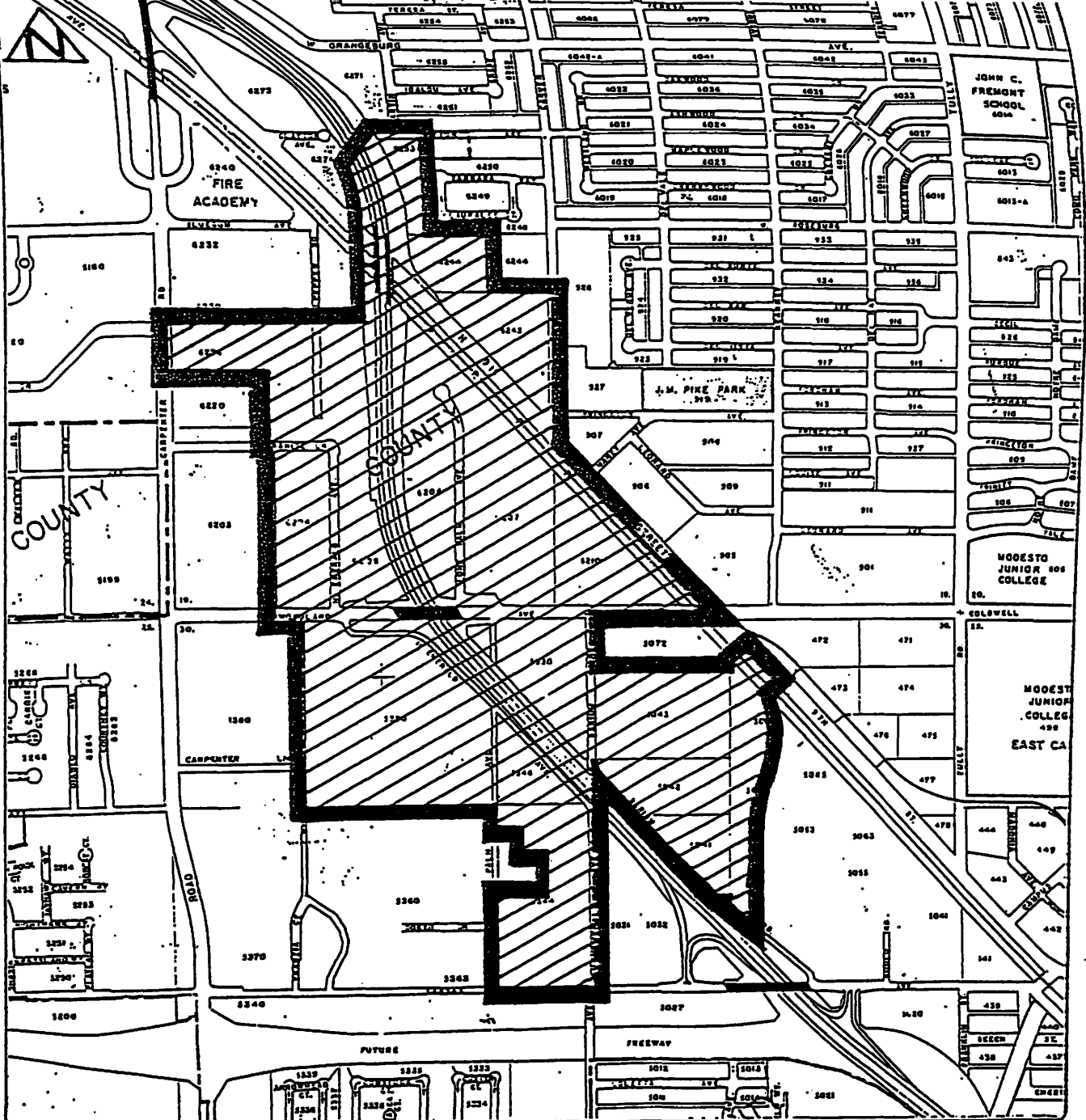
By _____
Judy C. Hall, Acting City
Clerk and Agency Secretary

APPROVED AS TO FORM:

By _____
Iris P. Yang, Special Counsel
and Agency General Counsel

WOODLAND AVENUE FIRE PROTECTION DISTRICT


By _____
Ron Venturini, Chairman



APPROVED BY: <i>Jerry H. Butler</i>	
DATE: 9/19/91	R.E.
ASBUILT BY:	DATE:
ASBUILT PLOTTED:	DATE:
REVISED:	DATE:
DATE: 9-17-91	DRAWN: J. Christiansen

**WOODLAND AVENUE
 FIRE PROTECTION
 DISTRICT -
 SUBAREA NO. 1**

CHECKED: _____ P.L.O. SK. PG.



CITY of MODESTO
ENGINEERING DEPARTMENT
 ACTIVITY NO.

1 of 3

WOODLAND AVENUE FIRE PROTECTION DISTRICT
SUBAREA NO. 1

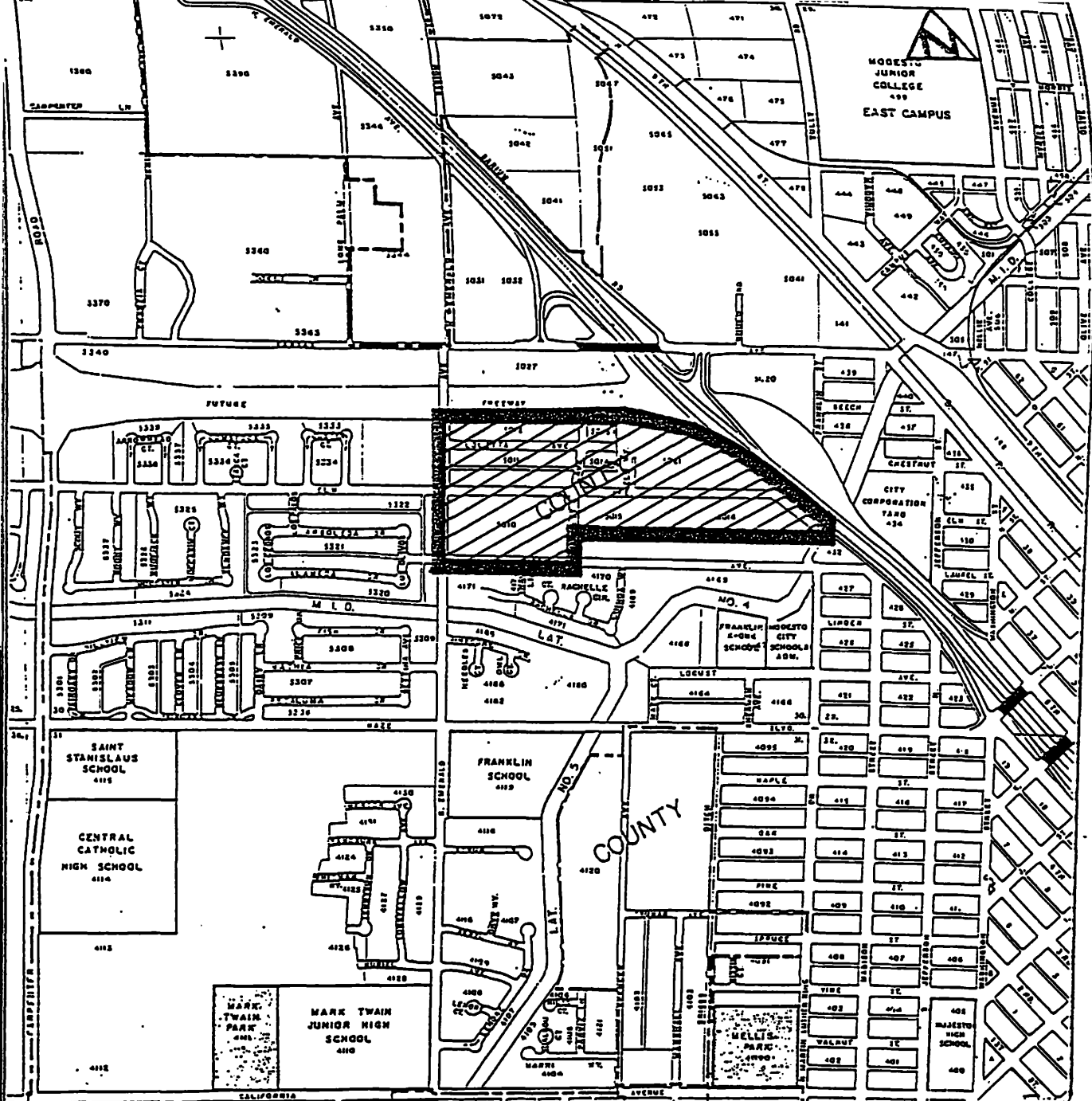
All that real property in the State of California, County of Stanislaus, being a portion of Section 19 and the North half of Section 30, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the center lines of Kansas Avenue and Emerald Avenue, said point being a Northeastern corner of the KANSAS AVENUE NO. 2 ANNEXATION (397), as per description filed March 23, 1979, as Instrument 59988, Stanislaus County Records;

1. thence Westerly along a Northern line of said ANNEXATION (397) and said centerline of Kansas Avenue to its intersection with the centerline of Lone Palm Avenue;
2. thence Northerly along an Eastern line of ANNEXATION (397) and said centerline of Lone Palm Avenue to the Southwestern corner of the LONE PALM NO. 1 GOVERNMENTAL REORGANIZATION (437), as per description filed June 29, 1981, as Instrument 76868, Stanislaus County Records;
3. thence Easterly, Northerly and Westerly along the boundary of said REORGANIZATION (437) to the centerline of Lone Palm Avenue;
4. thence Northerly along the centerline of Lone Palm Avenue and said Eastern line of ANNEXATION (397) to a Northeastern corner of ANNEXATION (397);
5. thence Westerly along the most Northerly line of ANNEXATION (397) to the centerline of Reno Avenue and the Eastern line of the CARPENTER-WOODLAND NO. 1 ADDITION (319), as per description filed April 18, 1974, as Instrument 41093, Stanislaus County Records;
6. thence Northerly along said centerline of Reno Avenue and said Eastern line of ADDITION (319) to the centerline of Woodland Avenue;
7. thence Westerly along said centerline of Woodland Avenue and a Northern line of ADDITION (319) to the centerline of McWilliams Way;
8. thence Northerly along said centerline of McWilliams Way and an Eastern line of ADDITION (319) to the centerline of Granite Lane;
9. thence Westerly along said centerline of Granite Lane and a Northern line of ADDITION (319) to a point on an Eastern line of the CARPENTER ROAD NO. 2 ADDITION (286), as per description filed May 3, 1972, as Instrument 17663, Stanislaus County Records;
10. thence Northerly along said Eastern line of ADDITION (286) to a Southern line of the CARPENTER ADDITION (235), as per description filed July 7, 1969, as Instrument 23266, Stanislaus County Records;
11. thence Easterly, Northerly and Westerly along the boundary of said ADDITION (235) to the Western line of said Section 19;
12. thence Northerly along said Western line of Section 19 and an Eastern line of ADDITION (235) to a point on a Southern line of ADDITION (235);

13. thence Easterly along a Southerly boundary of ADDITION (235) to the Western line of Freeway 99;
14. thence Northerly along said Western line of Freeway 99 and ADDITION (235) to a Southeastern corner of the NORTH 99 ADDITION (195), as per description filed June 28, 1966, as Instrument 23028, Stanislaus County Records;
15. thence continuing Northerly along the Western line of Freeway 99 and an Eastern line of said ADDITION (195) to a Southeastern line of ADDITION (195);
16. thence Northeasterly along said Southeastern line of ADDITION (195) to the Eastern line of Freeway 99 and the Northern line of Clayton Avenue;
17. thence Easterly along said Northern line of Clayton Avenue and a Southern line of ADDITION (195) to its intersection with the Northerly extension of the Western line of the CAMPUS EDGE ADDITION (71), as per description filed July 24, 1956, as Instrument 20020, Stanislaus County Records;
18. thence Southerly along said Northerly extension and said Western line of ADDITION (71) to the Southwestern corner of ADDITION (71);
19. thence Easterly along the Southern line of ADDITION (71) to the Northwestern corner of the McWILLIAMS ADDITION (201), as per description filed July 11, 1967, as Instrument 21431, Stanislaus County Records;
20. thence Southerly and Easterly along the boundary of said ADDITION (201) to the Western line of the NORTHWEST ADDITION (44), as per description filed December 10, 1951, as Instrument 28460, Stanislaus County Records;
21. thence Southerly along said Western line of ADDITION (44), said line being the centerline of Carver Road and its Southerly extension, to the Southwestern line of North Ninth street;
22. thence Southwesterly along said Southwestern line of North Ninth Street and the Southwestern line of ADDITION (44) to the Northeastern corner of the WOODLAND-BARIUM ANNEXATION (395), as per description filed February 28, 1979, as Instrument 54252, Stanislaus County Records;
23. thence Westerly along the Northern line of said ADDITION (395), said line being the centerline of Woodland Avenue, to the Northwestern corner of ADDITION (395);
24. thence Southerly along the Western line of ADDITION (395), said line being the centerline of Graphics Drive (formerly Barium Road), to the Southwestern corner of ADDITION (395);
25. thence Easterly and Northerly along the boundary of ADDITION (395) to said Southwestern line of ADDITION (44) and said Southwestern line of North Ninth Street;

26. thence Southeasterly along the Southwestern line of ADDITION (44) and the Southwestern line of North Ninth Street to the most Northerly corner of the KANSAS AVENUE ADDITION (378), as per description filed July 24, 1978, as Instrument 4617, Stanislaus County Records;
27. thence Southerly along the boundary of said ADDITION (378) to the Northeastern line of Graphics Drive (formerly Barium Road);
28. thence Northwesterly along said Northeastern line of Graphics Drive and a Northeastern line of ADDITION (378) to its intersection with the Northerly extension of the centerline of Emerald Avenue;
29. thence Southerly along said Northerly extension of and the centerline of Emerald Avenue, said line being a Western line of ADDITION (378), to the centerline of Kansas Avenue;
30. thence Westerly along said centerline of Kansas Avenue to its intersection with the centerline of Emerald Avenue and the point of beginning.



APPROVED BY:
Jerry Butler
 DATE: 9/19/91 R.E.
 ASSULT BY: DATE:
 ASSULT PLOTTED: DATE:
 REVISED: DATE:
 DATE: 9-17-91 DRAWN: J. Christiansen

WOODLAND AVENUE
 FIRE PROTECTION
 DISTRICT -
 SUBAREA NO. 2

CHECKED: FLD. BK. Pg.

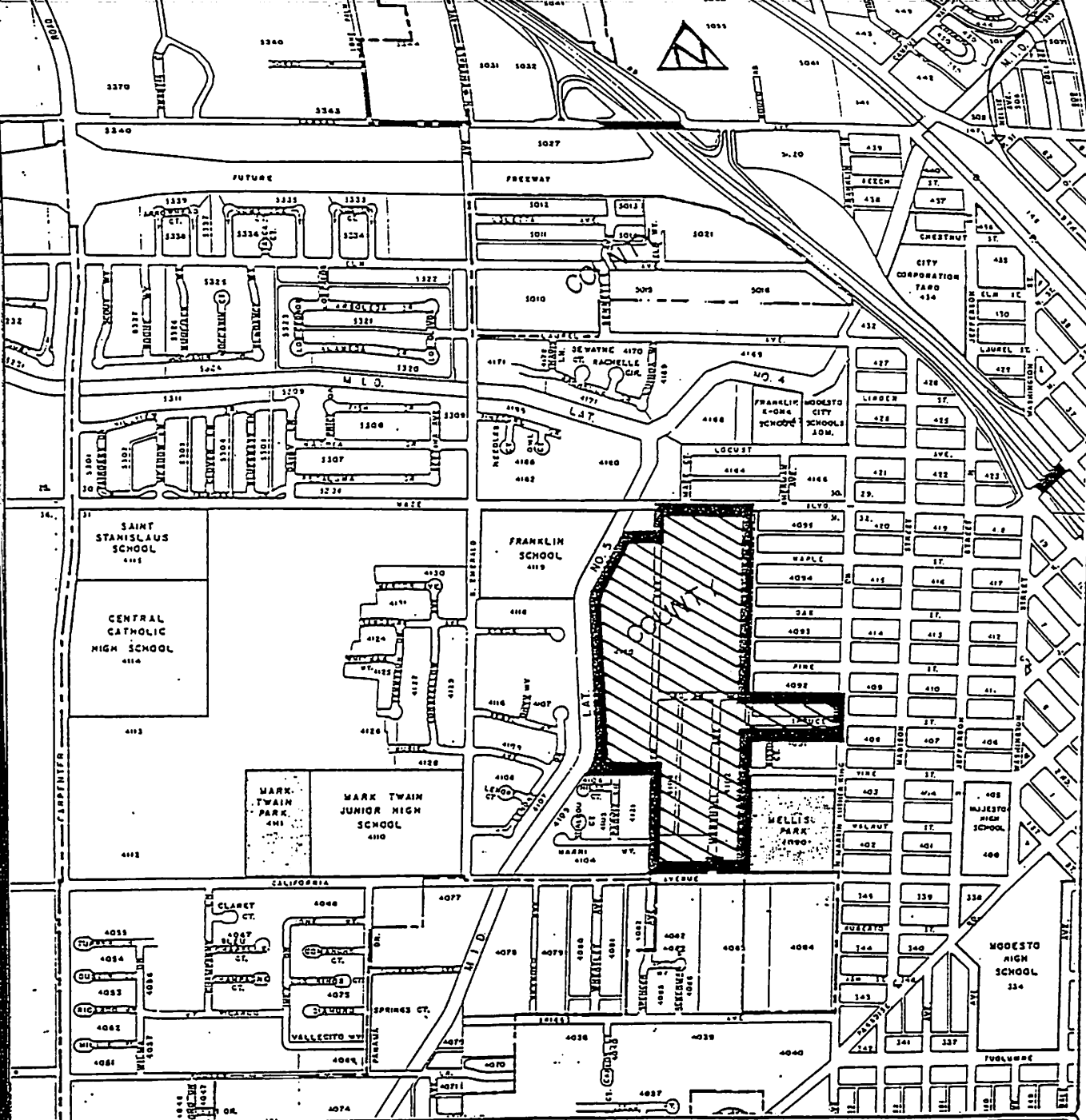
CITY of MODesto
 ENGINEERING DEPARTMENT
 ACTIVITY NO.
 2 of 3

WOODLAND AVENUE FIRE PROTECTION DISTRICT
SUBAREA NO. 2

All that real property in the State of California, County of Stanislaus, being a portion of the South half of Section 30, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the centerlines of North Emerald Avenue and Laurel Avenue, said point being the Northwestern corner of the LAUREL AVENUE NO. 2 ANNEXATION (382), as per description filed October 2, 1978, as Instrument 21311, Stanislaus County Records;

1. Thence along said centerline of Laurel Avenue, the Northern line of said ANNEXATION (382) and the Northern line of the LAUREL AVENUE ADDITION (376), as per description filed June 28, 1978, as Instrument 82698, Stanislaus County Records, Easterly, 906 feet, more or less, to its intersection with the Southerly extension of the Western line of 60-foot Bennett Avenue, said point also being a Southwestern corner of the LAUREL AVENUE NO. 3 REORGANIZATION (477), as per description filed May 12, 1988, as Instrument 030760, Stanislaus County Records;
2. Thence along said Southerly extension of the Western line of and the Western line of Bennett Avenue and a Western line of said REORGANIZATION (477), Northerly, 249 feet, more or less;
3. Thence along the Northern line of REORGANIZATION (477), Easterly, 1758 feet, more or less, to a point on the East line of Section 30 and the centerline of North Martin Luther King Drive;
4. Thence Northerly along said East line of Section 30 and said centerline of North Martin Luther King Drive, to the Southern line of future State Highway 132;
5. Thence Northwesterly and Westerly along said Southern line of future State Highway 132, and Southern boundary of the KANSAS AVENUE ADDITION (378), as per description filed July 24, 1978, as Instrument 4617, Stanislaus County Records, 2876 feet, more or less, to the centerline of 40.00 foot North Emerald Avenue;
6. Thence along said centerline of North Emerald Avenue, and an Eastern line of said ADDITION (378), Southerly 493 feet, more or less, to the point of beginning.



APPROVED BY:
Jerry H. Butler
 DATE: *9/15/91* R.E.
 ASBUILT BY: DATE:
 ASBUILT PLOTTED: DATE:
 REVISED: DATE:
 DATE: *9-17-91* DRAWN: *J. Christiansen* CHECKED: FLD. BK. Pg.

WOODLAND AVENUE
 FIRE PROTECTION
 DISTRICT -
 SUBAREA NO. 3

CITY of MODESTO
 ENGINEERING DEPARTMENT
 ACTIVITY NO.
 3 of 3

WOODLAND AVENUE FIRE PROTECTION DISTRICT
SUBAREA NO. 3

All that real property in the State of California, County of Stanislaus, being a portion of the Northeast quarter of Section 31, Township 3 South, Range 9 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the centerline of Spencer Avenue with the Westerly extension of the Northern line of 60.00 foot California Avenue, said point being the Northwesterly corner of the CALIFORNIA-MARSHALL REORGANIZATION (481), as per description filed May 9, 1989, Instrument 33474, Stanislaus County Records; said point also being on the Eastern line of the CALIFORNIA-SPENCER ANNEXATION (447), as per description filed December 30, 1981, as Instrument 35292, Stanislaus County Records;

1. thence along said Eastern line of ANNEXATION (447), North $00^{\circ} 10' 37''$ East, 728.95 feet, to the Northeastern corner of ANNEXATION (447);
2. thence along the Northern line of ANNEXATION (447) and the Northern line of the SPENCER ADDITION (144), as per description filed January 7, 1963, as Instrument 668, Stanislaus County Records, South $89^{\circ} 57' 07''$ West, 461.02 feet, to a point on the Easterly line of the Modesto Irrigation District No. 5, said Easterly line also being an Easterly line of the EMERALD AVENUE NO. 2 REORGANIZATION (474), as per description filed January 12, 1988, as Instrument 2120, Stanislaus County Records;
3. thence Northerly along said Easterly line of Lateral No. 5 and Easterly line of REORGANIZATION (474), said line being a non-tangent curve concave to the Northwest, having a Radius of 342 feet, a Central Angle of $33^{\circ} 53' 36''$ and an Arc Length of 202.31 feet;
4. thence continuing along the Easterly line of Lateral No. 5 and REORGANIZATION (474), North $3^{\circ} 15' 53''$ West, 954.03 feet;
5. thence continuing Northeasterly along the Easterly line of Lateral No. 5 and REORGANIZATION (474), on a tangent curve concave to the Southeast, having a Radius of 320 feet, a Central Angle of $30^{\circ} 16'$ and an Arc Length of 169.04 feet;
6. thence continuing along the Easterly line of Lateral No. 5 and REORGANIZATION (474), North $26^{\circ} 58' 44''$ East, 368.45 feet, to a point on the Southern line of the TUTTLE ADDITION (116), as per description filed January 19, 1961, as Instrument 1929, Stanislaus County Records;
7. thence along said Southern line of ADDITION (116), North $88^{\circ} 40'$ East, 235.84 feet, to the Southeastern corner of ADDITION (116);
8. thence along the Eastern line of ADDITION (116), said line also being the Western line of 40.00 foot Spencer Avenue, North, 169.26 feet, to the Northeastern corner of ADDITION (116) and a point on the Southern line of the MAZE COURT ADDITION (42), as per description filed October 9, 1951, as Instrument 23639, Stanislaus County Records;

9. thence along said Southern line of ADDITION (42), said line being the centerline of Maze Boulevard and the North line of said Section 31, North 88° 40' East, 684.72 feet, to the Northwestern corner of HAWKINS TRACT ADDITION (6), as per description filed June 25, 1938, as Instrument 7592, Stanislaus County Records;
10. thence along said Western line of said ADDITION (6) and the Western line of the CRANE TRACT ADDITION (14), as per description filed July 11, 1946, as Instrument 18328, Stanislaus County Records, South, 1309.68 feet, to the Southwestern corner of said ADDITION (14);
11. thence along the Southern line of ADDITION (14), North 89° 55' East, 665.68 feet, to the Southeastern corner of ADDITION (14), said point being the Northeastern corner of Lot 9 of the SPENCER COLONY, as per map filed December 16, 1904 in Volume 2 of Maps, Page 3, Stanislaus County Records;
12. thence along the Eastern line of said Lot 9, South, 326.95 feet, to the Northeastern corner of the VINE STREET NO. 2 ANNEXATION (386), as per description filed October 30, 1978, as Instrument 28126, Stanislaus County Records;
13. thence along the Northern line of said ANNEXATION (386), South 89° 58' 30" West, 665.58 feet, to the Northwestern corner of ANNEXATION (386);
14. thence along the Western line of ANNEXATION (386) and the Western line of the CALIFORNIA-FRANKLIN ADDITION (108), as per description filed May 25, 1960, as Instrument 14995, Stanislaus County Records, South, 971.89 feet, to the Southwestern corner of Addition (108) and a Northeastern corner of said REORGANIZATION (481);
15. thence along the Northern boundary of said REORGANIZATION (481), the following bearings and distances, North 89° 37' 03" West, 25.21 feet;
16. thence North 00° 36' 27" East, 30.00 feet;
17. thence North 89° 37' 03" West, 152.95 feet;
18. thence Northwesterly along a tangent curve concave to the Northeast, having a Radius of 15.00 feet, a Central Angle of 90° 14' and an Arc Length of 23.62 feet;
19. thence along a radial line, North 89° 23' 03" West, 55.00 feet;
20. thence South 00° 36' 57" West, 25.79 feet;
21. thence North 89° 37' 03" West, 416.74 feet, to the point of beginning, containing 60 Acres, more or less.

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
YOSEMITE COMMUNITY COLLEGE DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION
33401

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Yosemite Community College District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the District desire to enter into an agreement to authorize the payment by the Agency to the District of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the District, as set forth in the form of agreement between the Agency and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

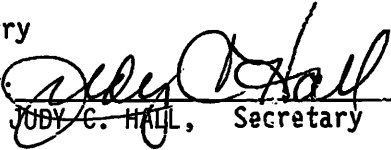
The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Patterson, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST:


JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By 
IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY
OF THE CITY OF MODESTO AND THE
YOSEMITE COMMUNITY COLLEGE DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency"), and the YOSEMITE COMMUNITY COLLEGE DISTRICT (the "District").

RECITALS

- A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).
- B. The District is a taxing agency with territory located within the boundaries of the Existing Project (the "Existing Project Area") and the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").
- C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment role (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("tax increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Redevelopment Plan. The tax increment from the Added Area will be in addition to those tax increments which the Agency currently receives and will continue to receive from the Existing Project Area.
- D. The District has adopted a resolution pursuant to Section 33676 of the Health and Safety Code.
- E. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

- F. The Agency has determined that because of the loss in property taxes the District could incur due to the Amended Project, or because of the increase or possible increase in demand for services of the District due to the Amended Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the District and to mitigate the environmental impacts or potential environmental impacts on the District.
- G. In consideration of this Agreement determining the obligations of the Agency, the District is foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND DISTRICT HEREBY AGREES AS FOLLOWS:

Section 1. During the life of the Amended Redevelopment Plan the Agency agrees to annually set-aside in a fund for capital expenditures a minimum of the District Share of the net tax increment from the Added Area which is calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. The Agency shall place these funds in a separate "School Districts Capital Outlay Fund" (the "Capital Fund"). Any interest earned on monies in the Capital Fund shall become part of the Capital Fund. In the event that Section 5 of this Agreement becomes operative, the monies in the Capital Fund at that time shall become the property of the Agency for use by the Agency for its own purposes, and the Agency's obligation under this Section shall terminate.

"District Share," as used in this Agreement, shall mean the proportionate percentage share of tax increments that the District would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of tax increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all tax increments the Agency receives from the Added Area less any monies required to be set aside for expenditure for low- and moderate-income housing under Section 33334.2 of the Health and Safety Code.

Section 2. It is the intent of the Agency and Districts that administrative office space within the Project Area for the District, the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District and other capital projects will, in whole or part, be financed from the Capital Fund.

Subject to the provisions of Sections 3 and 4 below, it is intended that the Agency will cause to be constructed approximately 140,000-150,000 square feet of administrative office space within the Project Area. This space shall be allocated between the Modesto City School District, the Modesto High School District, the Stanislaus County Office of Education and the Yosemite Community College District. Modesto City School District, Modesto High School District and the Stanislaus County Office of Education are agreeable to sharing a joint administrative building which can be provided either through new construction or remodeling of an existing building. The Yosemite Community College District space would be separate and could be provided either through new construction or remodeling of an existing building. All four districts would make every effort to share facilities when appropriate and cost effective, and the opportunities for shared facilities would be fully explored during the preparation of the project list in Section 3 below. It is recognized by the parties that off-street parking is an integral part of the project, and that the offices would be served by adequate parking to meet both employee and visitor needs.

It is intended that ownership of the administrative office space improvements would revert to the District during the course of the Amended Plan.

It is further intended that the administrative office space would be occupied by the District for the duration of the Amended Redevelopment Plan. In the event the District does not occupy the space for the duration of the Amended Plan, it shall be the responsibility of the District to secure replacement tenants suitable to the Agency prior to vacating the space.

It is acknowledged that during the course of the Amended Redevelopment Plan, additional administrative office space will be needed for the District, the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District. During the process outlined in Section 3 below, the Agency and District shall work to identify the general extent of these expansion needs. The Agency and District shall work together over the course of the Amended Plan to meet the reasonable expansion needs of the District adjacent to or in close functional proximity to the original office space.

It is further acknowledged that projects in addition to the administrative office space may be necessary to alleviate the burden or detriment or potential burden and detriment caused the District due to the Amended Plan. Such additional projects could include improvements to buildings, grounds, parking and other existing facilities of the District. It is intended that expansion of the administrative office space, as well as any additional projects, would be financed solely from the Capital Fund established in Sections 1 and 4.

Section 3. Upon the signing of this Agreement, the Agency and District shall work with the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District to jointly prepare a list of projects eligible for financing solely from the Capital Fund (including the administrative office space), estimated costs of the projects, proposed methods of financing the projects and proposed project timing. It is the intent of said parties to prepare said list within twelve (12) months. The recommendations of this working group shall be forwarded to the governing body of the Agency, the District, the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District. The approval of the governing board of the Agency and each of the school districts shall be required in order to establish and amend the list.

Amendments to the project list, which are in conformance with the Amended Redevelopment Plan, may be approved from time to time subject to the approval of all governing boards as outlined above.

Section 4. The Agency and District agree that funds, in addition to those in Section 1 above, may be required to finance the list of capital projects. To the extent that the Agency and District judge the capital project(s) to be of benefit to each party, in furtherance of the goals of the Redevelopment Agency and the District, and financially feasible for the Agency and District, the Agency and District commit to providing additional sources of revenue to the Capital Fund in the sole discretion of the Agency and District respectively. In the case of the Agency this may include additional tax increment and other sources of capital project financing available to redevelopment agencies. In the case of the District this may include funds received from other redevelopment projects within the District's boundaries, revenue from development of property owned by the District within the Project Area and other sources of capital project financing available to school districts.

Section 5. In the event that the Agency, the District, the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District cannot agree upon a list of capital projects (including the administrative office space), or in the event that agreement is reached but the projects cannot be financed or constructed, the Agency agrees to annually set-aside in the Capital Fund, starting in year 6, in lieu of the set-aside in Section 1 above, the following percentages of the District's Share of the net tax increment from the Added Area. Expenditure of these funds shall be at the discretion of the District.

Project Years	6-20	Twenty five (25) percent
	21-30	Thirty (30) percent
	31-35	Forty (40) percent
	36-40	Fifty (50) percent

Section 6. In the event that the Agency, the District, the Stanislaus County Office of Education, the Modesto City School District and the Modesto High School District agree upon the administrative office project, but cannot agree upon other projects needed to alleviate fiscal burden or detriment, or potential burden or detriment, the Agency agrees to annually set-aside in the Capital Fund, beginning in project year 6, in addition to the set-aside in Section 1 above, the additional amount needed, if any, so that total Agency expenditures to alleviate the burden or detriment, or potential burden or detriment, including funds expended for the administrative office space, equals the amounts in Section 5 above. Expenditure of these additional amounts, if any, shall be at the discretion of the District.

Section 7. In lieu of placing the set-aside funds in Section 5 or the additional funds in Section 6 into the Capital Fund, upon the written request of the District, the Agency agrees that it shall make any such payments to an entity designated by the District, provided, however, that any such payments must comply specifically with the requirements of Section 33401 of the Health and Safety Code and any other requirements of state law. Notwithstanding the foregoing, in the event that any such payments to another entity are determined by a court of competent jurisdiction to be in violation of law, the District hereby expressly agrees to indemnify Agency for any damages or costs associated with any challenge to such payments, including attorneys' fees and costs for defense.

Section 8. The Agency shall give necessary and appropriate assistance to the District in its efforts to obtain satisfactory land use entitlements on its property within the Project Area so that reasonable financial returns are achieved on such properties.

Section 9. In the event that the Agency amends the Amended Redevelopment Plan solely to increase the maximum amount of taxes divided and allocated to the Agency pursuant to subdivision 2 of Section 502 of the Amended Redevelopment Plan, the Agency shall annually pay to the District the same percentage of the District's Share of the additional tax increment as provided for in Section 6 above. In consideration of this provision, the District forgoes the right to contest such an amendment to the Amended Redevelopment Plan.

Section 10. In no event shall any payments be made to the District by the Agency:

(a) Which would exceed the amount, annually, that the District would have otherwise received from property taxes from the Project Area had the Project not been adopted; or

(b) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 11. This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Section 33670-33677 of the Health and Safety Code.

Section 12. The District agrees to authorize the Agency to subordinate its interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the District under this Agreement in order to secure the repayment of indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the District, that it will make payments due to the District under the terms of this Agreement. Nothing in this Agreement shall give the District the right to approve Agency indebtedness, except as the Agency may request the District to subordinate its rights to payments under this Agreement.

It is recognized by the parties that the Agency may finance improvements provided for in the Amended Redevelopment Plan by means of tax allocation notes and bonds, and should Agency's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bonds sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld.

Section 13. This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Redevelopment Plan for the Project becomes effective.

Section 14. The District agrees to rescind the resolution adopted pursuant to Section 33676 of the Health and Safety Code.

Section 15. The Agency and the District agree not to file and the District agrees not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 16. In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 17. This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency or District to make payments as outlined above, shall cease.

Section 18. In the event state law changes and thereby imposes upon the Agency a specific requirement to pay money it receives pursuant to Section 33670(b) of the Health and Safety Code to the District, then the payments under this Agreement to the District shall be first reduced by the amount of the payment required and specified by such change in state law to the District. In the event of other changes in state law with regard to redevelopment or school district financing, which changes directly or indirectly impact the provisions of this Agreement, the Agency and District agree to consider changes to the Agreement which are mutually agreeable to the parties.

IN WITNESS WHEREOF, the Agency and the District have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF MODESTO, a body corporate and politic

By _____
J. Edward Tewes, Executive Director

APPROVED AS TO FORM:

By _____
Iris Yang, Special Counsel

ATTEST:

By _____
Norrine Coyle
Secretary

YOSEMITE COMMUNITY COLLEGE DISTRICT

By _____
Tom Van Groningen, Chancellor

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF MODESTO APPROVING AN
AGREEMENT BETWEEN THE AGENCY AND THE
MODESTO CITY SCHOOL DISTRICT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33401

WHEREAS, the City Council of the City of Modesto (the "City") is in the process of adopting an Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the California Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the Modesto City School District (the "District") is a taxing agency with territory located within the boundaries of the land area added to the Project by the proposed Amended Plan (the "Added Area"); and

WHEREAS, pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 *et seq.* of the Health and Safety Code and the Amended Plan, increases in the assessed values of the property within the Added Area above the sum of the assessed values as shown on the 1991-92 assessment roll (the "Base Year Roll for the Added Area") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (the "Tax Increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Plan; and

WHEREAS, Section 33401 of the Community Redevelopment Law provides that a redevelopment agency may pay to any taxing agency any amounts of money which, in the agency's determination, are necessary and appropriate to alleviate any financial burden or detriment caused to such taxing agency by a redevelopment project; and

WHEREAS, the Agency and the District desire to enter into an agreement to authorize the payment by the Agency to the District of amounts of money which are necessary and appropriate in order to alleviate financial burden or detriment which will be caused to the District by the Amended Plan;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency hereby finds and determines that the District has documented to the satisfaction of the Agency that it will suffer a financial burden

and detriment to the extent that implementation of the Project, as proposed to be amended, will result in a loss of anticipated property tax revenues produced by expected changes of ownership and new construction within the Added Area.

Section 2. The Agency hereby finds and determines that the payments to the District, as set forth in the form of agreement between the Agency and the District (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference, are necessary to alleviate such financial burden or detriment.

Section 3. The Agency hereby approves the Agreement in the substance attached hereto and authorizes the Executive Director of the Agency to execute such Agreement on behalf of the Agency in such final form as approved by the Agency's Counsel. The Agency hereby further authorizes the Executive Director of the Agency to make technical changes to the Agreement in consultation with the Agency's Counsel which do not affect the substance of the Agreement as approved.

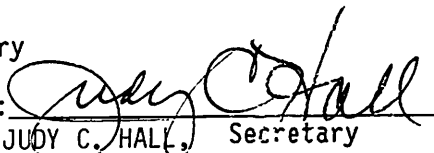
The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

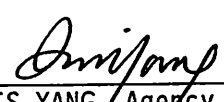
ATTEST:


JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By


IRIS YANG, Agency Special Counsel

AGREEMENT BETWEEN THE REDEVELOPMENT
AGENCY OF THE CITY OF MODESTO, THE MODESTO
CITY SCHOOL DISTRICT AND THE MODESTO HIGH SCHOOL
DISTRICT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 1991, by and between the REDEVELOPMENT AGENCY OF THE CITY OF MODESTO (the "Agency"), the MODESTO CITY SCHOOL DISTRICT and the MODESTO HIGH SCHOOL DISTRICT (the "Districts").

RECITALS

- A. The Agency is in the process of preparing a proposed amended redevelopment plan (the "Amended Redevelopment Plan") for the Modesto Redevelopment Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.).
- B. The Districts are taxing agencies with territory located within the boundaries of the Existing Project (the "Existing Project Area") and the area proposed to be added to the Amended Redevelopment Plan (the "Added Area").
- C. If the Amended Redevelopment Plan is adopted, then pursuant to Article XVI, Section 16, of the California Constitution, Section 33670 et seq. of the Health and Safety Code and the Amended Redevelopment Plan, increases in the assessed values of the Added Area above the sum of the assessed values as shown on the 1991-92 assessment role (the "Base Year Roll") will result in that portion of property taxes levied each year on such increases in assessed values being paid to the Agency as tax increments (and not including any amounts paid to affected taxing entities pursuant to Section 33676 of the Health and Safety Code) ("tax increments") to pay the principal of and interest on loans, monies advanced to or indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Amended Redevelopment Plan. The tax increment from the Added Area will be in addition to those tax increments which the Agency currently receives and will continue to receive from the Existing Project Area.
- D. The Districts have adopted resolutions pursuant to Section 33676 of the Health and Safety Code.
- E. Section 33401 of the Health and Safety Code allows a redevelopment agency to make any payments necessary to alleviate any financial burden or detriment caused to any affected taxing agency by a redevelopment project.

- F. The Agency has determined that because of the loss in property taxes the Districts could incur due to the Amended Project, or because of the increase or possible increase in demand for services of the Districts due to the Amended Project, certain actions as set forth below are necessary to alleviate the burden and detriment or potential burden and detriment to the Districts and to mitigate the environmental impacts or potential environmental impacts on the Districts.
- G. In consideration of this Agreement determining the obligations of the Agency, the Districts are foregoing the right to contest the establishment of the Amended Redevelopment Plan for the Project, including, but not limited to, filing a suit, and the Agency recognizes this as good and legal consideration.

AGREEMENTS

THE AGENCY AND DISTRICTS HEREBY AGREE AS FOLLOWS:

Section 1. During the life of the Amended Redevelopment Plan the Agency agrees to annually set-aside in a fund for capital expenditures a minimum of the Districts Share of the net tax increment from the Added Area which is calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code. The Agency shall place these funds in a separate "School Districts Capital Outlay Fund" (the "Capital Fund"). Any interest earned on monies in the Capital Fund shall become part of the Capital Fund. In the event that Section 5 of this Agreement becomes operative, the monies in the Capital Fund at that time shall become the property of the Agency for use by the Agency for its own purposes, and the Agency's obligation under this Section shall terminate.

"Districts Share," as used in this Agreement, shall mean the proportionate percentage share of tax increments that the Districts would have received as property taxes from the Added Area at the time of the effective date of this Agreement if there were no provision in the Amended Redevelopment Plan for the allocation of tax increments to the Agency. "Net Tax Increment," as used in this Agreement, shall mean all tax increments the Agency receives from the Added Area less any monies required to be set aside for expenditure for low- and moderate-income housing under Section 33334.2 of the Health and Safety Code.

Section 2. It is the intent of the Agency and Districts that administrative office space within the Project Area for the Districts, the Stanislaus County Office of Education and the Yosemite Community College District and other capital projects will, in whole or part, be financed from the Capital Fund.

Subject to the provisions of Sections 3 and 4 below, it is intended that the Agency will cause to be constructed approximately 140,000-150,000 square feet of administrative office space within the Project Area. This space shall be allocated between the Modesto City School District, the Modesto High School District, the Stanislaus County Office of Education and the Yosemite Community College District. Modesto City School District, Modesto High School District and the Stanislaus County Office of Education are agreeable to sharing a joint administrative building which can be provided either through new construction or remodeling of an existing building. The Yosemite Community College District space would be separate and could be provided either through new construction or remodeling of an existing building. All four districts would make every effort to share facilities when appropriate and cost effective, and the opportunities for shared facilities would be fully explored during the preparation of the project list in Section 3 below. It is recognized by the parties that off-street parking is an integral part of the project, and that the offices would be served by adequate parking to meet both employee and visitor needs.

It is intended that ownership of the administrative office space improvements would revert to the Districts during the course of the Amended Plan.

It is further intended that the administrative office space would be occupied by the Districts for the duration of the Amended Redevelopment Plan. In the event the Districts do not occupy the space for the duration of the Amended Plan, it shall be the responsibility of the Districts to secure replacement tenants suitable to the Agency prior to vacating the space.

It is acknowledged that during the course of the Amended Redevelopment Plan, additional administrative office space will be needed for the Districts, the Stanislaus County Office of Education, and the Yosemite Community College District. During the process outlined in Section 3 below, the Agency and Districts shall work to identify the general extent of these expansion needs. The Agency and Districts shall work together over the course of the Amended Plan to meet the reasonable expansion needs of the Districts adjacent to or in close functional proximity to the original office space.

It is further acknowledged that projects in addition to the administrative office space may be necessary to alleviate the burden or detriment or potential burden and detriment caused the Districts due to the Amended Plan. Such additional projects could include improvements to buildings, grounds, parking and other existing facilities of the Districts. It is intended that expansion of the administrative office space, as well as any additional projects, would be financed solely from the Capital Fund established in Sections 1 and 4.

Section 3. Upon the signing of this Agreement, the Agency and Districts shall work with the Stanislaus County Office of Education and the Yosemite Community College District to jointly prepare a list of projects eligible for financing solely from the Capital Fund (including the administrative office space), estimated costs of the projects, proposed methods of financing the projects and proposed project timing. It is the intent of said parties to prepare said list within twelve (12) months. The recommendations of this working group shall be forwarded to the governing body of the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District. The approval of the governing board of the Agency and each of the school districts shall be required in order to establish and amend the list.

Amendments to the project list, which are in conformance with the Amended Redevelopment Plan, may be approved from time to time subject to the approval of all governing boards as outlined above.

Section 4. The Agency and Districts agree that funds, in addition to those in Section 1 above, may be required to finance the list of capital projects. To the extent that the Agency and Districts judge the capital project(s) to be of benefit to each party, in furtherance of the goals of the Redevelopment Agency and the Districts, and financially feasible for the Agency and Districts, the Agency and Districts commit to providing additional sources of revenue to the Capital Fund in the sole discretion of the Agency and Districts respectively. In the case of the Agency this may include additional tax increment and other sources of capital project financing available to redevelopment agencies. In the case of the Districts this may include funds received from other redevelopment projects within the Districts' boundaries, revenue from development of property owned by the Districts within the Project Area and other sources of capital project financing available to school districts.

Section 5. In the event that the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District cannot agree upon a list of capital projects (including the administrative office space), or in the event that agreement is reached but the projects cannot be financed or constructed, the Agency agrees to annually set-aside in the Capital Fund, starting in year 6, in lieu of the set-aside in Section 1 above, the following percentages of the District's Share of the net tax increment from the Added Area. Expenditure of these funds shall be at the discretion of the Districts.

Project Years	6-20	Twenty five (25) percent
	21-30	Thirty (30) percent
	31-35	Forty (40) percent
	36-40	Fifty (50) percent

Section 6. In the event that the Agency, the Districts, the Stanislaus County Office of Education and the Yosemite Community College District agree upon the administrative office project, but cannot agree upon other projects needed to alleviate fiscal burden or detriment, or potential burden or detriment, the Agency agrees to annually set-aside in the Capital Fund, beginning in project year 6, in addition to the set-aside in Section 1 above, the additional amount needed, if any, so that total Agency expenditures to alleviate the burden or detriment, or potential burden or detriment, including funds expended for the administrative office space, equals the amounts in Section 5 above. Expenditure of these additional amounts, if any, shall be at the discretion of the Districts.

Section 7. In lieu of placing the set-aside funds in Section 5 or the additional funds in Section 6 into the Capital Fund, upon the written request of the Districts, the Agency agrees that it shall make any such payments to an entity designated by the Districts, provided, however, that any such payments must comply specifically with the requirements of Section 33401 of the Health and Safety Code and any other requirements of state law. Notwithstanding the foregoing, in the event that any such payments to another entity are determined by a court of competent jurisdiction to be in violation of law, the Districts hereby expressly agree to indemnify Agency for any damages or costs associated with any challenge to such payments, including attorneys' fees and costs for defense.

Section 8. The Agency shall give necessary and appropriate assistance to the Districts in their efforts to obtain satisfactory land use entitlements on their property within the Project Area so that reasonable financial returns are achieved on such properties.

Section 9. In the event that the Agency amends the Amended Redevelopment Plan solely to increase the maximum amount of taxes divided and allocated to the Agency pursuant to subdivision 2 of Section 502 of the Amended Redevelopment Plan, the Agency shall annually pay to the Districts the same percentage of the District's Share of the additional tax increment as provided for in Section 6 above. In consideration of this provision, the Districts forego the right to contest such an amendment to the Amended Redevelopment Plan.

Section 10. In no event shall any payments be made to the Districts by the Agency:

(a) Which would exceed the amount, annually, that the Districts would have otherwise received from property taxes from the Project Area had the Project not been adopted; or

(b) For purposes other than those specified in Section 33401 of the Community Redevelopment Law and not in violation of any other provision of the Community Redevelopment Law or the laws of the State of California.

Section 11. This Agreement shall constitute an indebtedness of the Agency incurred in carrying out the Project and a pledging of tax increments from the Project to repay such indebtedness under the provisions of Article XVI, Section 16, of the California Constitution and Section 33670-33677 of the Health and Safety Code.

Section 12. The Districts agree to authorize the Agency to subordinate their interest herein and to allow the Agency to pledge all or any portion of the tax increments otherwise payable to the Districts under this Agreement in order to secure the repayment of indebtedness incurred for the Project; provided the Agency demonstrates, to the reasonable satisfaction of the Districts, that it will make payments due to the Districts under the terms of this Agreement. Nothing in this Agreement shall give the Districts the right to approve Agency indebtedness, except as the Agency may request the Districts to subordinate their rights to payments under this Agreement.

It is recognized by the parties that the Agency may finance improvements provided for in the Amended Redevelopment Plan by means of tax allocation notes and bonds, and should Agency's bond counsel require nonsubstantive amendments to this Agreement in order to facilitate such bonds sale or sales, the parties agree that consent to such amendments will not be unreasonably withheld.

Section 13. This Agreement shall be effective as of the date that the Ordinance enacted by the City Council of the City of Modesto adopting the Amended Redevelopment Plan for the Project becomes effective.

Section 14. The Districts agree to rescind the resolutions adopted pursuant to Section 33676 of the Health and Safety Code.

Section 15. The Agency and the Districts agree not to file and the Districts agree not to engage in any litigation to directly or indirectly test or challenge the validity of the Project, the Amended Redevelopment Plan, the Final Environmental Impact Report on the Amended Redevelopment Plan (the "Final EIR), the Ordinance or this Agreement; however, this Section shall not preclude the Agency from initiating a bond validation suit if it is deemed necessary by the Agency to assure adequate financing for the Project.

Section 16. In the event litigation is initiated by any party attacking the validity of the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance, this Agreement shall be suspended and the parties shall have no obligations to each other until such litigation is either (a) terminated by the parties or by a court of competent jurisdiction or (b) tax increments are paid to the Agency. If a judgment becomes final which declares the Amended Redevelopment Plan, the Project, the Final EIR or the Ordinance invalid, this Agreement shall become null and void.

Section 17. This Agreement shall terminate upon the earlier of the expiration or termination of the Amended Redevelopment Plan or of the provisions of the Amended Redevelopment Plan authorizing the allocation to the Agency of tax increments for the Project. Upon termination of this Agreement, all obligations of the Agency or Districts to make payments as outlined above, shall cease.

Section 18. In the event state law changes and thereby imposes upon the Agency a specific requirement to pay money it receives pursuant to Section 33670(b) of the Health and Safety Code to the Districts, then the payments under this Agreement to the Districts shall be first reduced by the amount of the payment required and specified by such change in state law to the Districts. In the event of other changes in state law with regard to redevelopment or school district financing, which changes directly or indirectly impact the provisions of this Agreement, the Agency and Districts agree to consider changes to the Agreement which are mutually agreeable to the parties.

IN WITNESS WHEREOF, the Agency and the Districts have executed this Agreement as of the date first above written.

REDEVELOPMENT AGENCY OF THE CITY
OF MODESTO, a body corporate and politic

By _____
J. Edward Tewes, Executive Director

APPROVED AS TO FORM:

By _____
Iris Yang, Special Counsel

ATTEST:

By _____
Norrine Coyle
Secretary

MODESTO CITY SCHOOL DISTRICT

By _____
James C. Enochs, Superintendent

MODESTO HIGH SCHOOL DISTRICT

By _____
James C. Enochs, Superintendent

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO CERTIFYING THE COMPLETION OF AND MAKING FINDINGS AS TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE AMENDED REDEVELOPMENT PLAN FOR THE MODESTO REDEVELOPMENT PROJECT, APPROVING MITIGATION MONITORING PROGRAM, AND DETERMINING CERTAIN PROJECTS TO BE EXEMPT

WHEREAS, the Redevelopment Agency of the City of Modesto ("Agency") is carrying out the Redevelopment Plan for the Modesto Redevelopment Project ("Original Project"); and

WHEREAS, the Agency has prepared and submitted to the City Council of the City of Modesto (the "City Council") a proposed Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") which would expand the redevelopment project area to upgrade or build new public improvements; and

WHEREAS, an environmental impact report (the "EIR") on the Amended Plan was prepared by the Agency pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 *et seq.*, hereinafter the "State CEQA Guidelines") and local procedures adopted by the Agency pursuant thereto; and

WHEREAS, a Notice of Completion of the Draft EIR was filed with the Office of Planning and Research on June 12, 1991, and a public notice of the availability of the Draft EIR was published in the Modesto Bee, on June 19, 1991; and

WHEREAS, copies of the Draft EIR were distributed to the State Clearinghouse and to those public agencies which have jurisdiction by law with respect to the Project and to other interested persons and agencies, and the comments of such persons and agencies were sought; and

WHEREAS, the Draft EIR was thereafter revised and supplemented to adopt changes suggested, to incorporate comments received and the Agency's response to said comments, and as so revised and supplemented, a Final EIR was prepared and submitted to the City Council; and

WHEREAS, a joint public hearing was held by the Agency and the City Council on October 22, 1991, on the Amended Plan and the Final EIR relating

thereto, following notice duly and regularly given as required by law, and all interested persons expressing a desire to comment thereon or object thereto having been heard, and said Final EIR and all comments and responses thereto having been considered; and

WHEREAS, the Planning Commission of the City of Modesto (the "Planning Commission"), based on the request of the Agency and the City Council, has considered and recommended the addition of certain improvements to existing school facilities (the "School Projects" to the Amended Plan; and

WHEREAS, certain improvements to existing facilities may be categorically exempt under Section 15300 of the State CEQA Guidelines; and

WHEREAS, the proposed School Projects are improvements to existing facilities; and

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES RESOLVE AS FOLLOWS:

Section 1. The Agency hereby certifies that the Final EIR for the Amended Plan has been completed in compliance with the California Environmental Quality Act, the State CEQA Guidelines and local procedures adopted by the Agency pursuant thereto, and that the Agency has reviewed and considered the information contained in the Final EIR.

Section 2. The Agency has evaluated all comments, written and oral, received from persons who have reviewed the Draft EIR.

Section 3. The Agency hereby makes the written findings set forth in Exhibit A, attached hereto and incorporated by reference herein, for each of the significant effects set forth in said Exhibit A, and further approves the statements of facts set forth in said Exhibit A. Based on such findings and statements of facts, the Agency hereby finds that significant environmental effects have been reduced to an acceptable level in that all significant environmental effects have been eliminated or substantially lessened. Based on the foregoing, the Agency finds and determines that the Amended Plan will not have a significant effect upon the environment.

Section 4. In the event it is determined that significant environmental effects are not mitigated or substantially lessened, the Agency finds that the benefits of the Amended Plan outweigh such effects and hereby adopts the following statement of overriding considerations. The Agency hereby finds that, based on the findings and statements of facts set forth in Exhibit A, and based on the Final EIR and/or other information contained in

the record, its action to approve and carry out the Amended Plan is supported for the reasons that the Amended Plan will: eliminate blighting influences and correct environmental deficiencies in the Project Area, including, among others, small and irregular lots, obsolete and aged building types and inadequate or deteriorated public improvements; permit the assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area; replan, redesign and develop undeveloped areas which are stagnant or improperly utilized; strengthen retail and other commercial functions in the Project Area; provide opportunities for participation by owners and tenants in the revitalization of their properties; expand employment opportunities; establish and implement performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area; and expand and improve the supply of housing for low- and moderate-income persons.

Section 5. The Agency hereby approves and adopts as a Mitigation Monitoring Program those monitoring actions set forth in Exhibit A to monitor the changes or alterations that have been required in, or incorporated into, the Project in order to mitigate or substantially lessen those significant environmental effects identified in Exhibit A

Section 6. The Agency hereby finds that the School Projects are categorically exempt under Sections 15301, 15302, 15311 and 15314 of the CEQA Guidelines. This finding is based on the fact that all proposed projects are school improvements for existing school facilities which are either: (a) minor additions to existing school facilities; (b) minor accessory structures to existing school facilities; (c) replacement or reconstruction of existing structures and facilities; or (d) repair or minor alterations to existing facilities.

Section 7. Upon approval and adoption of the Amended Plan by the City Council, the Secretary of the Agency is hereby directed to file a Notice of Determination on the Final EIR with the County Clerk of Stanislaus County and the Office of Planning and Research pursuant to the provisions of Section 15096(i) of the State CEQA Guidelines and a Notice of Exemption as to the School Projects with the County Clerk of Stanislaus County pursuant to Section 15062 of the State CEQA Guidelines.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Martin, who moved its adoption, which motion being duly seconded by Agency Member Muratore, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: Judy C. Hall
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By Irish Yang
IRIS YANG, Agency Special Counsel

DESCRIPTION OF SIGNIFICANT EFFECT:

A. Land Use and Planning:

1. Some displacement of existing buildings and houses will be necessary to construct some of the planned improvements, which may be compensable in accordance with state law.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

The Redevelopment Agency shall design and locate roadway, parking, and public service projects to minimize the need for acquiring private property. Compensation for such property will be provided as required by state law. The location of redevelopment projects shall also minimize potential adverse impacts to surrounding property values.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto's Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to land use impacts as part of its review process prior to its approval of project plans.

2. Plan implementation may result in the displacement of affordable housing.

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

The Redevelopment Agency shall develop and implement a relocation assistance program if redevelopment projects directly result in relocation of low to moderate income residents.

- c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

- d. **Monitoring Actions:**

The City of Modesto's Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to land use impacts as part of its review process prior to its approval of project plans.

3. **Secondary development which occurs as a result of the redevelopment project shall remain within General Plan policies and land use regulations, in order to avoid significant impacts.**

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

Land use regulations and General Plan policies shall be enforced to mitigate potential adverse impacts from secondary development caused by redevelopment.

Specific measures to mitigate land use impacts which may occur as a result of secondary development shall be determined on a case-by-case basis using the City of Modesto's environmental review process.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto's Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to land use impacts as part of its review process prior to its approval of project plans.

4. Temporary impacts from construction of redevelopment projects may violate allowable land uses and zoning provisions.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

Temporary impacts from construction such as excessive noise, increased dust, equipment parking, and excavation shall be minimized using noise and dust abatement procedures and conscientious construction practices.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto's Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to land use impacts as part of its review process prior to its approval of project plans and as part of its site inspection process.

B. Visual/Aesthetics

1. **Potential secondary visual impacts may occur due to the construction of future projects which are facilitated by the redevelopment infrastructure improvements. The potential to disrupt or block view corridors or view opportunities is possible, depending on proposed structure heights, bulks, and specific locations; however, at this time, the specific impacts are not known.**

a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. **The facts supporting such finding are as follows:**

The applicants shall be required to design landscaping so as to complement project development and to minimize view of the sites from residences and major view corridors.

Owners of frontage properties shall be encouraged to maintain and repair their structures and landscaping in conjunction with public improvements to streets.

Development shall be consistent and designed to blend with the existing character of surrounding sites.

The undergrounding of utility lines shall be undertaken, where feasible, along public streets at the time of construction or reconstruction.

Streetside landscaping shall buffer residential, commercial, industrial, and recreational areas from one another.

Dwellings and other structures shall be concentrated into neighborhood units to help preserve large areas of open space.

Beard Brook Park and Graceada Park shall be recognized, and maintained and enhanced as primary assets of the redevelopment area.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to visual resources to ensure compliance as part of its review process prior to the approval of project plans.

2. Detailed site architectural and landscaping plans are not available for potential redevelopment projects such as the Amtrak Station, City Hall, Performing Art Theaters, Centre Plaza Expansion, and Senior Citizens Center, and hence it is difficult at this preliminary stage of planning to determine compliance with the General Plan's design guidelines.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

Further evaluation of the site design impacts shall be conducted by the City when the design plans for the Amtrak Station, Performing Arts Theaters, and other projects facilitated by the Redevelopment Plan become available, in order to determine compliance with the Modesto General Plan Guidelines. Future topographic conditions, grading operations, proposed landscaping, open space buffer zones, exterior building materials, and roof-mounted equipment, if any, shall be included in the review.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. **Monitoring Actions:**

The City of Modesto Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to visual resources to ensure compliance as part of its review process prior to its approval of project plans.

C. **Traffic and Circulation**

1. The projected improvements to streets, roadways, and intersections would facilitate continued development within the redevelopment area in accordance with General Plan designations/zoning and continued roadway improvements needed to maintain acceptable roadway operating characteristics and avoid adverse impacts.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

The Agency/City shall continue to review and evaluate traffic-related impacts associated with specific projects within the redevelopment areas as they are proposed. Traffic-related impacts shall be mitigated in accordance with the city's LOS policy.

The City shall assess traffic impact fees from future development to fund roadway improvements required, to mitigate impacts of future buildout of the City.

The Agency/City shall participate in a comprehensive plan for construction of roadway improvements required to accommodate future buildout of the City, which may include widening Kansas Avenue, upgrading Carpenter

Avenue to expressway status, and constructing a new SR 132 expressway between the city's urban limit and SR 99.

The Agency/City shall continue to monitor traffic volume and congestion levels in the downtown area, particularly on B, G, H, K, L, 7th, 9th, and 14th Street, and implement improvements as needed.

The Agency/City shall consider replacing the existing 7th Street bridge over the Tuolumne River and shall consider widening the 9th Street bridge to safely accommodate bicycle and pedestrian traffic.

The Agency/City shall continue to work with CALTRANS to improve access to SR99 including upgrading interchanges at Briggsmore Avenue and at Kansas Avenue.

The Agency shall encourage Developers to implement roadway improvement/traffic mitigation measures suggested as part of the environmental review of currently proposed projects, as those projects are constructed.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto Traffic Engineering Division shall ensure the implementation of these mitigation measures as part of its review process prior to its approval of project plans.

2. The various street and infrastructure improvements will create temporary adverse impacts to the safety and convenience of motorists and pedestrians.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

The Agency shall coordinate plans for construction within street rights-of-way with officials of the police and fire departments and ensure that adequate detour routes are established if temporarily suspended.

The Agency shall time construction activity in travel lanes to occur during off-peak hours. Peak hours may be different for collector street, arterials, and the downtown area.

Complete trenching across all streets in segments shall allow at least one travel lane to remain open at all times with the use of decking.

Flagpersons shall be used wherever construction equipment is operating in existing roadways.

The Agency shall implement plans to control pedestrian and bicycle movements across the construction right-of-way.

Flagpersons shall be used whenever opposing traffic flows are required to use a single traffic lane.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto Traffic Engineering Division shall ensure the implementation of these mitigation measures as part of its review process prior to its approval of project plans and as part of its site inspection process.

D. Air Quality

1. Earthmoving, hauling and other construction activities would result in localized and temporary increases in the levels of ten micro particulates (PM₁₀). Construction vehicles traveling over unpaved roadways will also result in temporary increases in levels of PM₁₀).

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

The following mitigation measures would minimize particulate emissions to acceptable levels in the event that construction emissions present a nuisance to surrounding residents:

- (1) Areas of soil redistribution shall be watered down twice daily or as necessary to trap fugitive dust and particulates during construction until planting, grass growth, or building coverage reduce the need for such measures.**
- (2) If water is limited, soil binders such as soil cement shall be spread in conjunction with watering, or sheet coverings such as burlap shall be used on small areas. Areas covered with soil binders shall be turned over prior to revegetation.**
- (3) During periods of excessive wind speeds, construction shall be temporarily suspended.**
- (4) Disturbed areas shall be revegetated or paved, as soon as possible, to reduce dust during construction activities.**

- c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

- d. **Monitoring Actions:**

The Stanislaus County Air Pollution Control District shall make determinations of consistency with the 1989 Rules and Regulations on a project-by-project basis as development occurs within and outside of the redevelopment area as part of its review process prior to its approval of project plans.

E. Noise

1. Construction of the proposed project would temporarily increase noise levels generated in the redevelopment area.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

All construction vehicles and equipment shall be properly muffled. California state noise standards for delivery motor vehicles shall be met.

In residential areas, construction operations and related travel in the vicinity of the project site to and from the construction area shall be limited to between the hours of 7:30 a.m. and 6:00 p.m., Monday through Saturday.

The Redevelopment Agency shall inform the public of proposed construction timelines to minimize potential annoyance related to construction noise.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The City of Modesto Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to noise impacts as part of its review process prior to its approval of project plans and as part of its site inspection process.

2. Secondary traffic noise impacts to existing sensitive land uses resulting from development facilitated by the redevelopment project.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:**

In areas with existing or projected noise levels above the standards of the General Plan, retrofitting existing structures and neighborhoods with noise dampening equipment is a possible solution to existing and projected noise impacts. Soundwalls could be placed in areas where structures are not oriented towards the noise source.

The City shall make available noise reduction information such as ceiling/roof and/or wall modifications to homeowners and commercial business owners who are considering reconstruction or remodeling to improve the noise attenuating capabilities of their structures.

- c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

- d. Monitoring Actions:**

The City of Modesto Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to noise impacts as part of its review process prior to its approval of project plans and as part of its site inspection process.

- 3. Secondary traffic noise impacts to future sensitive land uses resulting from development facilitated by the redevelopment project.**

- a. The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. **The facts supporting such finding are as follows:**

Structures in impacted locations shall be evaluated for their conformance to City noise standards.

For proposed projects which will generate a substantial number of motor vehicle trips in the area, acoustical analyses may be conducted as part of the city's environmental review process.

Soundwalls and noise insulation strategies designed by an acoustical engineer shall be considered and installed, where appropriate. Double-paned windows, weather seals, and other insulation measures shall be considered on any new building which faces busy roadways.

Specific measures to mitigate noise impacts which may occur as a result of secondary development shall be determined on a case-by-case basis using the city's environmental review process.

c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

d. **Monitoring Actions:**

The City of Modesto Department of Planning and Community Development shall monitor all recommended mitigation measures pertaining to noise impacts as part of its review process prior to its approval of project plans and as part of its site inspection process.

F. **Biology/Ecology**

1. **Silt and dust generation could have a significant localized impact during construction if allowed to coat leaf surfaces. Additionally, construction activities could impact vegetation not scheduled for removal by damaging roots or branches which extend into the construction area.**

a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially

lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:

Temporary fencing shall be placed around trees during grading and construction activities to prevent inadvertent damage. Construction within the dripline of mature trees shall be avoided to the maximum extent feasible. Standard construction practices to minimize dust and silt generation and their runoff into streams (e.g., watering of construction sites and use of temporary catch basins) shall be employed.

- c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

- d. Monitoring Actions:

The City of Modesto Building Inspectors shall visit project sites to ensure compliance with the recommended vegetation protection measures. Failure of the applicants to comply will result in the cessation of construction activity until remedial action has been proposed and approved.

2. The replacement of the 7th Street bridge could affect a few individual native trees along the Tuolumne River, either directly by removal or indirectly by erosion and deterioration of ecological conditions.

- a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:

Each individual native tree removed from a riparian area to accommodate bridge projects shall be replaced on a seven-to-one basis by trees of the same species, as per CDFG guidelines.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. **Monitoring Actions:**

The City of Modesto Building Inspectors shall visit project sites to ensure compliance with the recommended vegetation protection measures. Failure of the applicants to comply will result in the cessation of construction activity until remedial action has been proposed and approved.

G. Geology

1. Accelerated erosion could occur during the construction phase without the use of proper erosion control measures.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

Cuts and fills and removal of vegetation shall be minimized.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. **Monitoring Actions:**

Prior to issuance of building permits, building plans shall indicate the use of treated concrete and steel members, if indicated by soil testing results.

2. Seismic activity from distant faults could result in moderate groundshaking. Groundshaking can significantly impact proposed buildings and structures included in the project area.

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

Seismic design requirements of the Uniform Building Code shall be satisfied in order to ensure that project structures are designed to withstand the effects of groundshaking.

- c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

- d. **Monitoring Actions:**

All building permits shall comply with the applicable portions of the Uniform Building Code.

4. **Landslides and slumps could occur from poorly planned grading along the banks of Dry Creek.**

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

The grading requirements of the Building Code shall be followed.

- c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

d. Monitoring Actions:

All building permits shall comply with the applicable portions of the Uniform Building Code.

H. Drainage/Hydrology/Water Quality

1. Impacts on drainage ways could occur during construction activities. Accelerated erosion due to the exposure of soils to wind and rain could result in sedimentation and reduced drainage capacity of creeks and ditches.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

The grading requirements of the Building Code shall be followed, especially along Dry Creek, in order to prevent alteration of the watercourse.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

Building permits shall not be issued until drainage plans have been approved by the City of Modesto Public Works Department when required.

A City of Modesto Public Works Construction Inspector shall inspect the construction site for the proper use and maintenance of catch basins.

2. Development of previously undeveloped land will increase the amount of impervious surfaces and stormwater runoff.

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**

Impacts on storm drainage due to increases in impervious surfaces shall be mitigated on a project-by-project basis. The improvements to the storm drain capacity with redevelopment will more than accommodate increased flows.

- c. **This finding is supported by substantial evidence in the record of proceedings before the Agency.**

- d. **Monitoring Actions:**

Building permits shall not be issued until drainage plans have been approved by the City of Modesto Public Works Department when required.

A City of Modesto Public Works Construction Inspector shall inspect the construction site for the proper use and maintenance of catch basins.

3. **Flooding of the area along Dry Creek may limit development in this part of the project area. The southern edge of the proposed redevelopment area is located within a 100-year floodplain along Dry Creek.**

- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**
 - **Construction of any improvements shall require the approval of requisite state and federal agencies as is presently required.**
 - c. **This finding is supported by substantial evidence in the record of proceedings before the Agency.**
 - d. **Monitoring Actions:**

Building permits shall not be issued until drainage plans have been approved by the City of Modesto Public Works Department when required.

A City of Modesto Public Works Construction Inspector shall inspect the construction site for the proper use and maintenance of catch basins.
4. **The primary concerns for water quality are increases of pollutants in stormwater runoff from urban areas and accelerated erosion and resulting turbidity and siltation due to construction activities.**
- a. **The Agency finds that as to such significant effect identified above:**

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.
 - b. **The facts supporting such finding are as follows:**

Future developments shall mitigate increase in street contaminants such as oil and grease that enter surface waters in the project area.

Land shall be excavated and graded during dry construction seasons, from April to November.
 - c. **This finding is supported by substantial evidence in the record of the proceedings before the Agency.**

d. Monitoring Actions:

Building permits shall not be issued until drainage plans have been approved by the City of Modesto Public Works Department when required.

A City of Modesto Public Works Construction Inspector shall inspect the construction site for the proper use and maintenance of catch basins.

I. Public Services

1. The City of Modesto Fire Department will experience impacts associated with fire safety during the construction of new buildings and projects. During project construction, increased traffic congestion, water supply, and safety problems may develop. Impacts may result from the implementation of specific sewer upgrade projects. These impacts include the disruption of City streets and the associated health and safety risks. The health and safety impact of these projects would need to be addressed on a case-by-case basis.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

b. The facts supporting such finding are as follows:

Public safety impacts associated with major infrastructure improvements shall be mitigated by coordination among the Public Works and Transportation, Police, and Fire Departments.

Before the initiation of any redevelopment project impacting traffic flow, the Chief of Police and Fire Chief shall be informed of specific project location, duration of construction, and alternate routes available.

A traffic flow plan shall be approved by the City Traffic Engineer prior to construction of each roadway improvement project.

the distribution of tax increment funds and/or the implementation of projects which alleviate the potential burden or detriment.

c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.

d. Monitoring Actions:

The Redevelopment Agency shall implement the agreements with each of the educational agencies.

3. The redevelopment project shall have a positive impact on the local construction economy. The project proposes the construction of a number of facilities which would benefit local builders and contractors. The overall fiscal effect of the redevelopment project on the City would be positive. Beautification of the downtown area and alleviation of traffic congestion would likely entice more consumers into the downtown area, allowing for a sustained economic recovery of the area. Based on the past experience of Burns & Watry and Earth Metrics with similar redevelopment projects, tax increment financing appears to be the principal source of long-term redevelopment funding available to the City at this time. Some projects may be partially funded through capital facility fees. The City, however, plans to investigate the use of other funding sources, such as assessment districts, to fund proposed projects. Several City service departments funded through the City of Modesto general fund could be affected by the tax increment financing method. Property tax increases from this area would not accrue to the general fund, and departments such as police and fire would experience increased service demand due to the cumulative effects of redevelopment growth.

a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. **The facts supporting such finding are as follows:**
- To reduce adverse effects of the Redevelopment Plan on any taxing entity, Community Redevelopment Law allows for the formation of a fiscal review committee composed of one representative from each of the affected taxing entities. Within 15 days after receiving notification that a fiscal review committee has been created, and prior to sending a Redevelopment Plan to the fiscal review committee, the Agency commenced consultation with the committee regarding the impact of the proposed redevelopment project upon the affected taxing entities. The Agency has responded to the report of the fiscal review committee to alleviate or eliminate the financial burden or detriment, if any, caused by the Amended Plan. This includes, but is not limited to, the following:**
 - (1) Amendments to the Redevelopment Plan which modify the total amount of tax increments to be received by the Redevelopment Agency, the duration of the Redevelopment Plan, the size of the project area, in kind of number, specific projects proposed to be undertaken by the Agency, or include specific actions or projects to be undertaken by the Agency which reduce or eliminate the detrimental fiscal effect upon the members of the fiscal review committee.**
 - (2) Payments by the Agency to the taxing entity which is adversely affected by the Redevelopment Plan.**
 - c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.**
 - d. Monitoring Actions:**

The Agency will monitor the recommended fiscal mitigation measures.

J. Cultural Resources

- 1. Archaeological resources not previously identified within the redevelopment area, due to the lack of a comprehensive survey, might be uncovered. Discovery would be most likely in areas not previously disturbed. Subsurface construction activities,**

such as grading, could result in damage to these archaeological resources. If this were to occur, by law all construction activities shall cease until a qualified archaeologist has been contacted.

- a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:

Land alteration work shall be stopped if archaeological resources are observed during construction activities. A qualified archaeologist shall be notified. Prompt evaluations shall then be made regarding the finds, and a course of action acceptable to all concerned parties determined.

- c. This finding is supported by substantial evidence in the record of the proceeding before the Agency.

- d. Monitoring Actions:

The City Department of Planning and Community Development shall monitor recommended mitigation measures to ensure compliance as part of its review process prior to its approval of project plans and as part of its site inspection process.

2. As with most areas in California, there is a possibility that Native American burial sites would be encountered during construction.

- a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:
- c. In the event that human remains are observed during construction activities, halt all excavation or disturbance of the site until the county coroner has been informed. If the remains are of Native American origin, notify the Native American Heritage Commission within 24 hours. Local Native American Associations and descendants of the deceased shall be informed and make recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code, Section 5097.89.
 - c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.
 - d. Monitoring Actions:

The City Department of Planning and Community Development shall monitor recommended mitigation measures to ensure compliance as part of its site inspection process.
3. There are buildings listed in the Historic Resources Inventory in the project area. The construction of the redevelopment projects may have adverse effects upon known and unknown historic resources in the area. Specific projects identified as part of the Predevelopment Plan include the reconstruction of J Street and a street overlay from 13th to Downey. These projects may have adverse effects upon the McHenry Mansion on 15th and I Street, and the U.S. Post Office at 12th and I Streets. The Redevelopment Plan proposes the renovation and upgrading of candidate buildings which are structurally deficient and have "obsolete lay-out." Some of the currently undefined "candidate" buildings may be potentially historically significant resources. The renovation of these structures without proper historical identification and due consideration may destroy their historical integrity.
- a. The Agency finds that as to such significant effect identified above:

Changes or alterations have been required in, or incorporated into, the project which avoid or substantially

lessen the significant environmental effects thereof as identified in the Final EIR.

- b. The facts supporting such finding are as follows:

The City shall make very reasonable effort to preserve the integrity of any potentially significant historic buildings in the redevelopment area. A finding of historical significance for buildings in the redevelopment area shall be agreed upon by the Landmark Preservation Commission and submitted to the City Council for approval. This list shall be circulated to the Planning Department, the Building Inspection Department, and the Redevelopment Agency for reference. Once designated, any application for permits for demolition or remodeling shall be referred to the Landmark Preservation Committee. The Commission shall either approve or suggest changes to the permit in order to comply with the historical nature of the site prior to issuance of the permit. If an historic structure may be affected, the Landmark Preservation Commission, a qualified architectural historian, and the City Engineer shall agree upon solutions to mitigate any significant impacts.

- c. This finding is supported by substantial evidence in the record of the proceedings before the Agency.
- d. Monitoring Actions:

The City Department of Planning and Community Development shall monitor recommended mitigation measures to ensure compliance as part of its review process prior to its approval of project plans.

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO FINDING THAT THE USE OF TAXES ALLOCATED FROM THE ADDED AREA OF THE PROPOSED AMENDED REDEVELOPMENT PLAN FOR THE MODESTO REDEVELOPMENT PROJECT FOR THE PURPOSE OF IMPROVING AND INCREASING THE COMMUNITY'S SUPPLY OF LOW- AND MODERATE-INCOME HOUSING OUTSIDE THE PROJECT AREA WILL BE OF BENEFIT TO THE PROJECT

WHEREAS, the Redevelopment Agency of the City of Modesto (the "Agency") has prepared a proposed Amended Redevelopment Plan (the "Amended Plan") for the Modesto Redevelopment Project (the "Project") which would result in the allocation of taxes from certain area proposed to be added by the Amended Plan (the "Added Area") to the Agency for the purposes of redevelopment; and

WHEREAS, Section 33334.2 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) requires that not less than twenty percent (20%) of all taxes so allocated be used by the Agency for the purpose of improving and increasing the community's supply of low- and moderate-income housing available at affordable housing cost; and

WHEREAS, Section 33334.2(g) of the Health and Safety Code provides that the Agency may use such funds outside the Project Area if a finding is made by the resolution of the Agency and the City Council that such use will be of benefit to the Project;

NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF MODESTO DOES HEREBY RESOLVE that the use of taxes allocated from the Added Area of the Project Area for the purpose of improving and increasing the community's supply of low- and moderate-income housing available at affordable housing cost outside the Project Area, as proposed to be amended, and within the City of Modesto will be of benefit to the Project.

The foregoing resolution was introduced at a special meeting of the Redevelopment Agency of the City of Modesto held on the 5th day of November, 1991, by Agency Member Muratore, who moved its adoption, which motion being duly seconded by Agency Member Martin, was upon roll call carried and the resolution adopted by the following vote:

AYES: Agency Members: Martin, Muratore, Patterson,
Chairperson Lang

NOES: Agency Members: None

ABSENT: Agency Members: Bird, Dobbs, Irizarry

ATTEST: Judy C. Hall
JUDY C. HALL, Secretary

(SEAL)

APPROVED AS TO FORM:

By Irish Yang
IRIS YANG, Agency Special Counsel