

**AGREEMENT BETWEEN THE
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
AND THE WINTERS CEMETERY DISTRICT
PURSUANT TO HEALTH AND SAFETY CODE SECTION 33401**

THIS AGREEMENT is entered into this 9th day of JUNE, 1993 by and between the Community Development Agency (the "Agency") and the Winters Cemetery District (the "District").

RECITALS

A. The City Council of the City of Winters (the "City Council") has approved and adopted by Ordinance No. 92-08 (the "Ordinance") a Community Development Plan (the "Plan") for the Community Development Project (the "Project") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et. seq.).

B. Pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et. seq.), the Agency is charged with the responsibility of carrying out the Plan for the Project in the Community Development Project Area (the "Project Area").

C. Pursuant to (1) Article XVI, Section 16, of the California Constitution, (2) Section 33670 et. seq. of the Community Redevelopment Law and (3) the Plan for the Project, increases in the assessed values of property within the Project Area above the sum of the assessed values as shown on the 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 "The Tax Increments") to pay the principal of and interest on loans, monies advanced to indebtedness incurred by the Agency to finance or refinance, in whole or in part, redevelopment in accordance with the Community Development Plan.

D. Pursuant to Section 33401 of the Health and Safety Code and the provisions of the Plan required by Section 33338.1 of the Health and Safety Code, the Agency may pay to any taxing entity with territory located within the Project Area any amounts of money which the Agency has found are necessary and appropriate to alleviate any financial burden or detriment caused to any affected taxing agency by the Project.

E. The District is taxing entity with territory located within the Project Area.

F. 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.

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

ARTICLE 1 **AGREEMENTS**

Section 1.1 Meanings. The following words and phrases as used herein shall have the meanings set forth below:

a. "District's Share" means the proportionate percentage share of the property taxes the District received from the Project Area on the 1991-'92 Base Year Roll.

b. "District's Payment" means for a given Fiscal Year, the amount for such Fiscal Year equal to the District's share of revenues attributable to first 4% of assessed value growth, above the Base year assessed value, in the Project Area.

c. "Fiscal Year" means the fiscal year commencing July 1, 1993, 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 Redevelopment Plan.

d. "Net Tax Increments" means all Tax Increments allocated to and received by the agency from the Project Area.

e. "Tax Increments" means property taxes allocated to and received by the Agency from the Project Area pursuant to Health and Safety Code Section 33670(b) of the Community Redevelopment Law and Article XVI, Section 16, of the California Constitution, less the total amounts which would have been allocated to each affected taxing agency had each agency exercised its election pursuant to Section 33676 of the Community Redevelopment Law.

ARTICLE 2 **PAYMENTS TO THE DISTRICT**

Section 2.1 Amount of Payments. Subject to the limitations hereafter set forth in this Article 2, beginning in Fiscal Year 1993-'94 and continuing through Fiscal Year 2036-2037, the Agency shall pay to the District the District's Payment for such Fiscal Year as defined in Section 1.b hereof. The estimated payments are shown in the attached Exhibit A.

Section 2.2 Method of Payments. The Agency shall make the payment required under Section 2.1 on or before June 30 of each Fiscal Year for which the payment is made.

Agency: Community Development Agency of the
City of Winters
318 First Street
Winters, CA 95694
Attn: Executive Director

District: Winters Cemetery
P.O. Box 402
Winters, CA 95694
Attn: District Manager

Either party may change its address for notice purposes by written notice to the other party prepared and delivered in accordance with the provisions of this Section 3.2.

Section 3.3 No Third Party Beneficiaries. No person or entity other than the District and the Agency, and their permitted successors and assigns, shall have any right of action under this Agreement.

Section 3.4 Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each party shall in good faith defend and seek to uphold the Agreement.

Section 3.5 Term of Agreement. This Agreement shall take effect as of the date of adoption by the City Council of the City of Winters of the ordinance adopting the Amended Redevelopment Plan and shall terminate upon the earliest to occur of: (a) a final judgement rendering the Community Development Plan invalid; (b) expiration of the Community Development Plan and completion of all obligations of the parties under this Agreement incurred during the term of the Community Development Plan. Following termination, neither of the parties shall have any further rights or obligations under this Agreement.

Section 3.6 Rights and Obligations. This agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California.

Section 3.7 Attorneys' Fees. In any action which either party brings to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

Section 3.8 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subjects covered herein.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

Attest:

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WINTERS

William Pfanner
William Pfanner, Chairperson
City of Winters

By: John H. Griffin
John H. Griffin, Chairperson
Winters Cemetery District

EXHIBIT A**Cemetary District Revenue Sharing Program-Above Base**

<u>Fiscal Year</u> <u>Ending</u>	<u>Period</u>	<u>AV Growth</u> <u>Assuming</u> <u>4.00%</u>	<u>Growth Above</u> <u>"Frozen"</u> <u>Base</u>	<u>Prop Taxes</u> <u>From AV</u> <u>Growth</u>	<u>Cemetary</u> <u>District</u> <u>2.31%</u>	<u>Total</u> <u>Revenues</u> <u>Shared</u>
1992	0	61,668				0
1993	1	64,135	2,467			0
1994	2	66,700	5,032	50	1	1
1995	3	69,368	7,700	77	2	2
1996	4	72,143	10,475	105	2	2
1997	5	75,028	13,361	134	3	3
1998	6	78,030	16,362	164	4	4
1999	7	81,151	19,483	195	5	5
2000	8	84,397	22,729	227	5	5
2001	9	87,773	26,105	261	6	6
2002	10	91,284	29,616	296	7	7
2003	11	94,935	33,267	333	8	8
2004	12	98,732	37,064	371	9	9
2005	13	102,682	41,014	410	9	9
2006	14	106,789	45,121	451	10	10
2007	15	111,061	49,393	494	11	11
2008	16	115,503	53,835	538	12	12
2009	17	120,123	58,455	585	14	14
2010	18	124,928	63,260	633	15	15
2011	19	129,925	68,257	683	16	16
2012	20	135,122	73,454	735	17	17
2013	21	140,527	78,859	789	18	18
2014	22	146,148	84,480	845	20	20
2015	23	151,994	90,326	903	21	21
2016	24	158,074	96,406	964	22	22
2017	25	164,397	102,729	1,027	24	24
2018	26	170,973	109,305	1,093	25	25
2019	27	177,811	116,143	1,161	27	27
2020	28	184,924	123,256	1,233	28	28
2021	29	192,321	130,653	1,307	30	30
2022	30	200,014	138,346	1,383	32	32
2023	31	208,014	146,346	1,463	34	34
2024	32	216,335	154,667	1,547	36	36
2025	33	224,988	163,320	1,633	38	38
2026	34	233,988	172,320	1,723	40	40
2027	35	243,347	181,679	1,817	42	42
2028	36	253,081	191,413	1,914	44	44
2029	37	263,204	201,536	2,015	47	47
2030	38	273,733	212,065	2,121	49	49
2031	39	284,682	223,014	2,230	52	52
2032	40	296,069	234,401	2,344	54	54
2033	41	307,912	246,244	2,462	57	57
2034	42	320,228	258,560	2,586	60	60
2035	43	333,037	271,370	2,714	63	63
2036	44	346,359	284,691	2,847	66	66
2037	45	360,213	298,545	2,985	69	69
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