

## FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment To Disposition And Development Agreement (the "First Amendment") is entered into between THE CITY OF FRESNO, a municipal corporation (the "City"), THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body, corporate and politic (the "Agency"), and LREG Partners, L.P., a California limited partnership (the "Developer"), as of the Effective Date (defined in this First Amendment). This First Amendment is entered into in respect to that certain DISPOSITION AND DEVELOPMENT AGREEMENT (the "Agreement") between City, Agency and Developer, with an effective date of November 29, 2007. All terms whose initial letters are capitalized and not otherwise defined herein shall have the meanings given them in the Agreement.

Agency and Developer therefore agree as follows:

1. Recital B of the Agreement is hereby amended and restated in its entirety as follows:

B. Developer proposes to lease the Property as a separate legal parcel with an option to purchase, and develop it privately with mixed uses consisting of between 168 and 171 multi-family residential units (Twenty-Four (24) of the residential units ("Affordable Units") are to be rented and preserved as Affordable Rental Housing.), office space, retail space and an approximate 40,000 square foot ice rink/recreational facility, as more particularly described in the Scope of Development, attached as Exhibit "B" (the "Project").

2. Section 3.8.1 of the Agreement is hereby amended and restated in its entirety as follows:

3.8.1. CEQA Review. The appropriate CEQA document shall have been completed and certified in accordance with the California Environmental Quality Act.

3. Continuing Effect. Except as expressly provided in this First Amendment, the Agreement and all rights, duties, obligations and covenants of the parties thereunder are unchanged and remain in full force and effect.
4. Counterparts. The Parties may sign this Agreement in counterparts. Each counterpart, when executed and delivered, will be one instrument with the other counterparts. The parties will sign at least four duplicate originals of this Agreement.

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**REDEVELOPMENT AGENCY OF THE  
CITY OF FRESNO**

By: Marlene Murphey  
Marlene Murphey,  
Executive Director

Dated: 2/8/2008

**LREG PARTNERS, L.P.,**  
a California limited partnership

By: **LEGACY REAL ESTATE GROUP,  
LLC**, a California limited liability  
company, its General Partner

By: Christopher P. Cummings  
Christopher P. Cummings, Manager

Dated: February 8, 2008

**CITY OF FRESNO**

By: Andrew T. Souza  
Andrew T. Souza,  
City Manager

Dated: 2/8/2008

**THE ABOVE PARTIES ARE TO SIGN THIS AGREEMENT BEFORE A NOTARY  
PUBLIC. NOTARY ACKNOWLEDGMENTS ARE ATTACHED FOR CONVENIENCE.**

ATTEST:  
REBECCA KLISCH  
City Clerk

By: Cindy Bruer  
Deputy

Dated: 2/8/08

APPROVED AS TO FORM:  
JAMES SANCHEZ  
City Attorney

By: James Sanchez  
Deputy/Assistant

Dated: 2/8/08

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On February 8, 2008 before me, Theresa Saldivar, Notary Public  
(Here insert name and title of the officer)

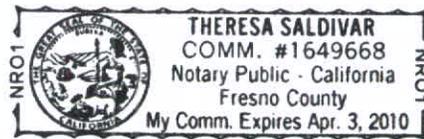
personally appeared Andrew T. Souza

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Theresa Saldivar  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
 \_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



