

IF  
11/8/2012

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED RETURN TO

City of Fresno  
City Clerk's Office  
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2600 Fresno Street, Room 2133  
Fresno, CA 93721

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

CITY OF FRESNO  
City Clerk's Office (Original)

This Agreement is recorded at the request and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103 and 27383.

CITY OF FRESNO

By: Mark Scott  
Mark Scott, City Manager

Date: 12-07-2012

AMENDMENT NO. 1 TO  
HOME INVESTMENT PARTNERSHIP AGREEMENT

by and between

CITY OF FRESNO,  
a municipal corporation

and

Lowell CDC  
a California Public Benefit Corporation

regarding

"415 N. Calaveras (APN: 459-062-10)"

Low-Income Single-Family Housing Construction and Sale

APPROVED BY CITY COUNCIL  
November 8, 2012  
By: Sherrin A. Badgett  
DEPUTY

**AMENDMENT NO. I TO  
HOME Investment Partnership Agreement**

This Amendment No. I to the HOME Program Agreement, effective Dec.  
7<sup>th</sup>, 2012, is entered into between the Lowell CDC, a nonprofit California public benefit corporation ("DEVELOPER"), and the City of Fresno, a municipal corporation ("CITY").

**RECITALS**

WHEREAS, the CITY and DEVELOPER entered a September 8, 2011 HOME Investments Partnership (HOME Program) Agreement and Exhibits/Attachments, providing a HOME Program Loan in the initial amount of \$150,000.00, including covenants running with the land (the "Agreement"), incorporated herein by reference, pursuant to which the CITY, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist DEVELOPER by providing HOME Program funds, upon the terms and conditions in the Agreement, related to the construction of one single family home, to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at the 415 N. Calaveras, within the boundaries of the City of Fresno, APN 459-062-10, as more particularly described in the Agreement, said Project subject to Affordability restrictions as provided in the Agreement; and

WHEREAS, the DEVELOPER, during project pre-development, encountered higher than expected impact and other City-imposed fees, and these in effect restricted the ability of the DEVELOPER to build out the project as proposed in the original Agreement; and

WHEREAS, the DEVELOPER has requested additional time to complete the project due to unforeseen tasks that took longer than expected to finish, such as, HOME Program training delivered to the DEVELOPER by HUD consultants, and design review for conformity to newly proposed design guidelines; and

WHEREAS, the parties desire to modify the Agreement to revise the project description and scope, and to extend the project timelines; and

WHEREAS, DEVELOPER Board of Directors approved this Amendment No. I on Nov. 16<sup>th</sup>, 2012; and

WHEREAS, the Housing and Community Development Commission recommended approval of this Amendment No. I on October 15, 2012; and

WHEREAS, the Fresno City Council approved this Amendment No. I on Nov. 8<sup>th</sup>, 2012.

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## AGREEMENT

NOW THEREFORE, in consideration of the above recitals, hereby incorporated, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. The project description and scope will be reduced to encompass only a single family home, and delete references to a grandmother's unit and free standing garage.
2. The Project Description and Project Schedule, attached to the Agreement as Exhibit B, is hereby stricken in its entirety, and replaced with the Exhibit B, Revised Project Description and Schedule attached hereto as Exhibit 1 to Amendment 1, and incorporated herein.
3. In the event of any conflict between the body of this Amendment No. 1 and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment No. 1 shall control and take precedence over the exhibit/attachment.
4. All capitalized terms used in this Amendment No. 1, unless otherwise defined herein, shall have the meanings assigned to such terms in the Agreement.
5. Except as expressly modified and amended hereby, the Agreement shall remain in full force and effect. From and after the effective date of this Amendment No. 1, references in the Agreement to the "Agreement" shall mean the Agreement as hereby amended.
6. This Amendment No. 1 shall be conditional upon any/all required HUD approvals.

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IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this Amendment No. 1, at Fresno, California, the day and year first above written.

CITY OF FRESNO, a Municipal Corporation

By: Mark Scott  
Mark Scott, City Manager  
(Attach notary certificate of acknowledgment)

Date: 12-07-12

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: Marcy Wro  
Deputy

Date: 12/10/12

APPROVED AS TO FORM:  
JAMES SANCHEZ  
City Attorney

By: [Signature]  
R. Abrams, Deputy City Attorney

Date: 11/16/2012

DEVELOPER

Lowell CDC

By: Phil Skei  
Phil Skei, Chair of the Board  
(Attach notary certificate of acknowledgment)

Date: 11-16-12

SEE ATTACHED  
NOTARIAL CERTIFICATE

Attachments:

Exhibit 1 to Amendment 1 "Exhibit B: Project Description and Schedule"

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On 12-7-12 before me, Emma L. Baker Notary Public  
(Here insert name and title of the officer)

personally appeared Mark Scott

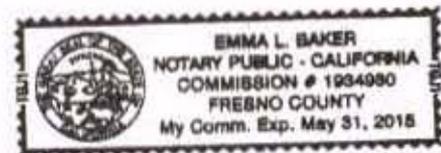
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Emma L. Baker  
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

**CALIFORNIA  
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Fresno } SS.

On November 16, 2012 before me, Rita L. Jolley, Notary Public  
(insert name and title of the officer)

personally appeared Philip Andrew Skei  
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.

Rita L. Jolley  
(signature of notary public)



(seal)

**EXHIBIT 1  
To Amendment 1**

**EXHIBIT B  
REVISED PROJECT DESCRIPTION AND SCHEDULE**

The project will include the construction of one single family home at 415 N. Calaveras, in Fresno, CA 93701, and subsequent sale of the home to a low income homebuyer, in accordance with this Agreement, and the following schedule:

**Schedule**

Activity	Date
Purchase Property:	COMPLETED: September 2011
Finalize Plans and Submit to City for Approval:	COMPLETED: June 2012
Permits Approved & Pulled	COMPLETED: August 3, 2012
Commencement of Construction:	COMPLETED: August 4, 2012
Construction Completion:	October 25, 2012
Property Listing:	October 30, 2012, or earlier
Sale/Closing/Family Move In:	January 30, 2013